EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

IN RE: TAKATA AIRBAG PRODUCTS LIABILITY LITIGATION, This Document Relates to: ALL ECONOMIC LOSS ACTIONS AGAINST VOLKSWAGEN GROUP OF AMERICA, INC. AND AUDI OF AMERICA, LLC	**Case No. 1:15-md-02599-FAM**

SETTLEMENT AGREEMENT

Table of Contents

Page

TABLE OF EXHIBITS

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

WHEREAS, there has been extensive public attention given to the facts and underlying events relating to the subject matter of the claims, including because of the National Highway Traffic Safety Administration's ("NHTSA") oversight of the largest consumer recall in automotive history, Takata Corporation's criminal plea of guilty of federal wire fraud, numerous related Congressional and Senate hearings dating from 2014, and extensive national and local media coverage of the related litigation;

WHEREAS, as a result of extensive arm's-length negotiations, Plaintiffs, Settlement Class Counsel and Volkswagen[1] have entered into this Agreement, which will resolve all Claims against Volkswagen that were or could have been alleged in the Actions;

WHEREAS, Volkswagen, while denying the validity of Plaintiffs' claims, Plaintiffs, and the Class have entered into this Agreement for the purpose of avoiding the burden, expense, risk,

[1] As described herein (*see infra*, Section I), Plaintiffs' Amended Consolidated Class Action Complaint named as defendants Volkswagen AG and Audi AG (collectively, the "German Entities"). In an Order dated June 20, 2019 (ECF No. 3406), the Court dismissed all claims against the German Entities for lack of personal jurisdiction pursuant to Federal Rule of Civil Procedure 12(b)(2). The German Entities are therefore no longer parties to these Actions, and this Settlement Agreement shall not be construed as a waiver of any jurisdictional defense that the German Entities may have in any action.

and uncertainty of continuing to litigate these Actions, and for the purpose of resolving all Claims that were or could have been asserted by Plaintiffs and the Class, for good and valuable consideration, and without any admission of liability or wrongdoing, desires to enter into this Agreement;

WHEREAS, Settlement Class Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of Plaintiffs and the Class, and that Settlement Class Counsel have consulted with and confirmed that all Plaintiffs support and have no objection to this Agreement; and

WHEREAS, it is agreed that this Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by Volkswagen or any of the Released Parties, or of the truth or legal or factual validity or viability of any of the claims Plaintiffs have or could have asserted;

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

I. PROCEDURAL HISTORY

A. On October 27, 2014, Craig Dunn, Pam Koehler, Zulmarie Rivera, Tru Value Auto Malls, LLC, David M. Jorgensen, Anna Marie Brechtell Flattmann, Robert Redfearn, Jr., Tasha R. Severio, Kenneth G. Decie, Gregory McCarthy, Nicole Peaslee, Karen Switkowski, Anthony D. Dark, Lemon Auto Sales, Inc., Nathan Bordewich, Kathleen Wilkinson, Haydee Masisni, and

Nancy Barnett filed a class action complaint in *Craig Dunn, et al. v. Takata Corp., et al.*, No. 1:14-cv-24009 (S.D. Fla.), alleging, among other things, that certain automotive companies manufactured, distributed, or sold certain vehicles containing allegedly defective airbag inflators manufactured by Takata, which contained Phase-Stabilized Ammonium Nitrate ("PSAN") propellant that degraded over time and that allegedly could, upon deployment, rupture and expel debris or shrapnel into the occupant compartment and/or otherwise affect the airbag's deployment, and that the plaintiffs sustained economic losses as a result thereof.

B. The Judicial Panel on Multidistrict Litigation (the "JPML") subsequently consolidated the *Dunn* action for pretrial proceedings with additional class and individual actions alleging similar or identical claims in *In re Takata Airbag Products Liability Litigation*, No. 1:15-md-02599-FAM (S.D. Fla.) (MDL 2599) (the "*Takata* MDL"), pending before the Honorable Federico A. Moreno in the United States District Court for the Southern District of Florida. (ECF No. 1.)[2]

C. On March 17, 2015, the Court entered an Order Appointing Plaintiffs' Counsel and Setting Schedule, which designated Peter Prieto of Podhurst Orseck, P.A. as Chair Lead Counsel, David Boies of Boies Schiller and Flexner LLP, and Todd A. Smith of Smith Lacien LLP, as Co-Lead Counsel in the Economic Loss track; Curtis Miner of Colson Hicks Eidson as Lead Counsel for the Personal Injury track; and Roland Tellis of Baron & Budd, P.C., James Cecchi of Carella, Byrne, Cecchi, Olstein, Brody & Agnello P.C., and Elizabeth Cabraser of Lieff Cabraser Heimann & Bernstein, LLP as Plaintiffs' Steering Committee members. (ECF No. 393 at 4-5.)

D. On January 13, 2017, Defendant Takata Corporation signed a criminal plea agreement in which it admitted, among other things, that it "knowingly devised and participated

[2] References to "ECF No. __" concern filings entered on the *Takata* MDL docket.

in a scheme to obtain money and enrich Takata by, among other things, inducing the victim OEMs [Original Equipment Manufacturers] to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the OEMs through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the OEMs would not have otherwise purchased as they were." *United States v. Takata Corp.*, No. 2:16-cr-20810 GCS EAS, Dkt. No. 23 at B-6, B-7 (E.D. Mich. Feb. 27, 2017). On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of wire fraud as part of a settlement with the U.S. Department of Justice. *See id.* at 2-3.

E. On June 25, 2017, TK Holdings Inc. and certain of its subsidiaries and affiliates each commenced a voluntary case under Chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware. (*See* ECF No. 1857.) On June 26, 2017, TK Holdings Inc. filed its Notice of Bankruptcy Filing and Imposition of Automatic Stay Pursuant to Section 262(a) of the Bankruptcy Code. (*Id.*)

F. On August 8, 2017, Plaintiffs Brett Alters and April Rockstead Barker, et al., filed a complaint in the District of New Jersey against Volkswagen Group of America, Inc., Volkswagen AG, Takata Corporation, and TK Holdings, Inc., *Alters v. Volkswagen Group of America, Inc.*, No. 17-cv-05863 (D.N.J.) ("*Alters* Complaint"), asserting economic loss claims relating to Takata PSAN inflators in Volkswagen vehicles. The JPML transferred the *Alters* action to the *Takata* MDL on September 18, 2017. (ECF No. 2044.)

G. On March 14, 2018, Plaintiff Michael McBride, et al., filed a complaint in the Eastern District of Virginia against Audi of America, LLC, Audi AG, and Volkswagen AG, *McBride v. Audi of America, LLC*, No. 18-cv-00284 (E.D. Va.) ("*McBride* Complaint"), asserting

economic loss claims relating to Takata PSAN inflators in Audi vehicles. The JPML transferred the *McBride* action to the *Takata* MDL on March 26, 2018. (ECF No. 2467.)

H. On March 14, 2018, Plaintiffs filed a consolidated class action complaint in the *Takata* MDL, *Puhalla v. Volkswagen AG*, No. 15-MD-2599 (S.D. Fla.) (ECF No. 2430) ("Consolidated Class Action Complaint"), bringing together the claims of Plaintiffs who filed actions that were transferred into the MDL, as well as Plaintiffs who direct filed their claims in the MDL.

I. Per the Court's subsequent Order (ECF No. 2651), Plaintiffs filed, on May 18, 2018, an amended *Puhalla* complaint that removed the claims of automotive recyclers, which were placed in a separate complaint in the MDL (ECF No. 2762 ("Amended Consolidated Class Action Complaint"); *see* ECF No. 2781).

J. Volkswagen moved to dismiss the amended *Puhalla* complaint (ECF No. 2988), Plaintiffs filed a response (ECF No. 3034), and Volkswagen filed a reply (ECF No. 3101). The Court heard oral argument on the motion to dismiss on December 11, 2018. (*See* ECF No. 3139.)

K. On May 3, 2019 (ECF No. 3394), June 20, 2019 (ECF No. 3406), and May 27, 2020 (ECF No. 3834), the Court issued Orders ruling on Volkswagen's motion to dismiss. In these Orders, the Court dismissed Volkswagen AG and Audi AG for lack of personal jurisdiction, and as to Volkswagen Group of America, Inc. and Audi of America, LLC dismissed certain claims and allowed others to proceed. (ECF No. 3406 at 95; ECF No. 3834 at 49-51.)

L. Plaintiffs filed the second amended *Puhalla* complaint, which reinstated claims asserted on behalf of Florida and direct-filed Plaintiffs against Volkswagen Group of America, Inc. and Audi of America, LLC, on April 23, 2021 (ECF No. 4026) ("Second Amended Consolidated Class Action Complaint").

M. Written discovery and extensive document productions have taken place over the past two years (millions of pages of documents have been produced); Volkswagen has taken 17 depositions of class representatives and related individuals; and Plaintiffs have deposed at least 18 Takata witnesses and 5 Volkswagen witnesses. The fact-discovery deadline is August 9, 2021; the deadline to complete expert discovery is November 15, 2021; and the deadline to file motions for summary judgment and class certification is December 22, 2021. (ECF Nos. 4078, 4087.)

II. DEFINITIONS

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

1. "Action" or "Actions" means all class, mass and individual actions (other than those asserted by Automotive Recyclers) asserting Claims that are consolidated for pretrial proceedings in the United States District Court for the Southern District of Florida in *In re Takata Airbag Products Liability Litigation*, Case No. 1:15-md-02599-FAM, including those listed in Exhibit 1 hereto, or that may be consolidated into the *Takata* MDL prior to the entry of the Final Order.

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

3. "Attorneys' Fees and Expenses" means such funds as may be awarded by the Court to compensate any and all attorneys in the Actions representing plaintiffs who have assisted in conferring the benefits upon the Class under this Settlement for their fees and expenses in connection with the Settlement, as described in Section VIII of this Agreement.

4. "Automotive Recyclers" means persons or entities in the United States engaged in the business of salvaging motor vehicles or motor vehicle components for the purpose of resale or recycling automotive parts and who (a) purchased, for resale, a vehicle with an undeployed driver or front passenger airbag module with a Takata PSAN inflator, or (b) were otherwise in possession of an undeployed driver or front passenger airbag module with a Takata PSAN inflator.

5. "Claim Period" means the time period in which Class Members may submit a Registration/Claim Form to the Settlement Special Administrator for review. The Claim Period shall run as follows: (a) Class Members who sold, or returned pursuant to a lease, a Subject Vehicle prior to the Preliminary Approval Order, shall have one year from the Effective Date to submit a Registration/Claim Form; and (b) Class Members who owned or leased a Subject Vehicle on the date of the issuance of the Preliminary Approval Order shall have one year from the Effective Date or one year from the date of the performance of the Recall Remedy on their Subject Vehicle, whichever is later, to submit a Registration/Claim Form, but no Registration/Claim Forms may be submitted after the Final Registration/Claim Deadline.

6. "Claims" means all economic loss claims of every kind and nature (including, without limitation, incidental costs, out-of-pocket costs, benefit-of-the-bargain costs, diminution in value, loss of use, and property damage other than property damage as set forth in Section VII.D), whether realized or inchoate, including warranty and lemon law claims, alleged or that could have been alleged against Volkswagen in the Actions relating to the Subject Vehicles' driver or passenger front airbag modules containing desiccated or non-desiccated Takata PSAN inflators, including but not limited to claims for alleged negligent design, testing, manufacture, handling of materials, investigation, non-disclosure, hiring, instruction, training, supervision,

recall, and alleged failure to warn, to maintain records, to maintain adequate accident-related protocols and procedures, to monitor safety post-market, to report, and to provide replacement vehicles; however, "Claims" does not encompass claims for death or physical injury.

7. "Claims Process" means the process for submitting, reviewing and paying claims for out-of-pocket expenses as described in this Agreement, and as further determined by the Settlement Special Administrator.

8. "Claims Review Protocol" means the protocol developed by the Settlement Special Administrator with the Parties' joint input, that is consistent with this Agreement and that will be used to reimburse eligible Class Members for reasonable out-of-pocket expenses (as defined in Section III.D.3) directly related to the Takata Airbag Inflator Recalls through a claim submission process.

9. "Class" means, for settlement purposes only, (1) all persons or entities who or which owned and/or leased, on the date of the issuance of the Preliminary Approval Order, Subject Vehicles distributed for sale or lease in the United States or any of its territories or possessions; and (2) all persons or entities who or which formerly owned and/or leased Subject Vehicles distributed for sale or lease in the United States or any of its territories or possessions, and who or which sold or returned, pursuant to a lease, the Subject Vehicles after February 9, 2016, and through the date of the issuance of the Preliminary Approval Order. Excluded from this Class are: (a) Volkswagen, its officers, directors, employees and outside counsel; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers and directors; and Volkswagen's Dealers and their officers, directors, and employees; (b) Settlement Class Counsel, Plaintiffs' counsel, and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case, any of the cases listed in Exhibit 1, or the

11th Circuit Court of Appeals; (d) Automotive Recyclers and their outside counsel and employees; and (e) persons or entities who or which timely and properly exclude themselves from the Class.

10. "Class Member" means a member of the Class.

11. "Class Notice" means the notice program described in Section IV.

12. "Court" means the United States District Court for the Southern District of Florida presiding over the *Takata* MDL.

13. "Customer Support Program" means the program discussed in Section III.G. of this Agreement.

14. "Direct Mailed Notice" means the Direct Mailed Notice substantially in the form as attached hereto as Exhibit 2.

15. "Effective Date" means the latest of the following dates on which the Final Judgment becomes final, unless Settlement Class Counsel and Volkswagen agree in writing to an earlier date:

(a) 61 days after the date when the Final Judgment is entered, if no appeal is timely filed or if no motion to extend the time for filing an appeal has been filed; or

(b) if only a motion to extend the time to file an appeal is filed within 60 days after the Final Judgment is entered, the date on which the motion to extend is denied; or

(c) if any appeal is taken from the Final Judgment, the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing *en banc* and petitions for a writ of certiorari to the Supreme Court of the United States or any other form of review, have been finally disposed of in a manner that affirms the Final Judgment; or

(d) if Settlement Class Counsel and Volkswagen agree in writing, any other agreed date.

16. "Enhanced Rental Car/Loaner Program" means the program discussed in Section III.C.1 of this Agreement.

17. "Escrow Agent" means Citi Private Bank, the agreed-upon entity to address and hold for distribution the funds identified in this Agreement pursuant to the terms of an Escrow Agreement.

18. "Escrow Account" means the custodial or investment account administered by the Escrow Agent and the Settlement Special Administrator in which the funds to be deposited will be held, invested, administered, and disbursed pursuant to this Agreement and an Escrow Agreement.

19. "Escrow Agreement" means the agreement by and among Settlement Class Counsel, Volkswagen and the Escrow Agent with respect to the escrow of the funds to be deposited into the Escrow Account pursuant to this Agreement, which agreement, among other things, shall specify the manner in which the Settlement Special Administrator shall direct and control, in consultation with Volkswagen and Settlement Class Counsel, the disbursement of funds in the Qualified Settlement Fund.

20. "Excluded Parties" means: (i) Takata and each of its past, present, and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, bondholders, subsidiaries, affiliates, officers, directors, employees, associates, dealers, agents and related companies; and (ii) other than Volkswagen, all other automotive manufacturers and distributors, including but not limited to the automotive manufacturers and distributors referenced in the December 9, 2016 Third Amendment to the Coordinated Remedy Order attached hereto as Exhibit 3, and each of their past, present, and future parents, predecessors, successors, spin-offs, assigns, distributors, holding

companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, affiliates, officers, directors, employees, associates, dealers, agents and related companies. For the avoidance of any doubt, Excluded Parties shall include all defendants named in the Action except for Volkswagen.

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

22. "Final Judgment" means the Court's final judgment as described in Section IX of this Agreement, which is to be consistent with the form attached hereto as Exhibit 4.

23. "Final Order" means the Court's order approving the Settlement and this Agreement, as described in Section IX of this Agreement, which is to be consistent with the form attached hereto as Exhibit 5.

24. "Final Registration/Claim Deadline" means the last day on which Class Members may submit Registration/Claim Forms. The Final Registration/Claim Deadline shall be no earlier than one year after the Year Four Payment. The Settlement Special Administrator shall determine the Final Registration/Claim Deadline and shall publish it on the Settlement website no later than 90 days prior to the Final Registration/Claim Deadline. If the Outreach Program's duration is extended pursuant to Section III.B.7., the Final Registration/Claim Deadline shall be extended by a corresponding amount of time.

25. "Long Form Notice" means the notice substantially in the form attached hereto as Exhibit 6.

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

27. "Out-of-Pocket Claims Process" means the process discussed in Section III.D of this Agreement.

28. "Outreach Program" means the program discussed in Section III.B of this Agreement.

29. "Parties" means Plaintiffs and Volkswagen.

30. "Plaintiffs" means Dave DeKing, Chloe Crater, Efrain Ferrer, Christine Palmer, Bladimir Busto, Jr., Jacqueline Carrillo, Silvia Gil, Steven Levin, George O'Connor, Stephanie Puhalla, Charles Sakolsky, Delola Nelson-Reynolds, Holly Stotler, Malia Moore, Linda Dean, Trevor MacLeod, Pattie Byrd, Maureen Dowds, Annette Montanaro, Desiree Jones-Lassiter, Angela Cook, Angela Dickie, Antonia Dowling, Latecia J. Jackson, Nikki Norvell, Chloe Wallace, Michael Farriss, and April Rockstead Barker.

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

32. "Publication Notice" means the publication notice substantially in the forms attached hereto as Exhibit 8.

33. "Registration/Claim Form" means the form substantially similar to Exhibit 12.

34. "Release" means the release and waiver set forth in Section VII of this Agreement and in the Final Order and Final Judgment.

35. "Released Parties" or "Released Party" means Volkswagen, and each of its past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders,

bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, including Volkswagen AG, Audi AG, Volkswagen Group of America Chattanooga Operations, LLC, VW Credit, Inc., Volkswagen de México S.A. de C.V., the Volkswagen Dealers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and subdistributors, repairers, agents, attorneys, insurers, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein. Notwithstanding the foregoing, "Released Parties" does not include the Excluded Parties.

36. "Remedy" or "Recall Remedy" means the repair and/or countermeasures performed to address the Takata Airbag Inflator Recall(s) on the Subject Vehicles.

37. "Residual Distribution" means the distribution process for remaining funds, as discussed in Section III.E of this Agreement.

38. "SACCAC" means the *Puhalla* Second Amended Consolidated Class Action Complaint filed in the *Takata* MDL on April 23, 2021.

39. "Settlement Amount" means $42,000,000.

40. "Settlement Class Counsel" means, collectively, Podhurst Orseck, P.A. (Court-appointed Chair Lead Counsel); Boies Schiller & Flexner LLP and Smith Lacien LLP, (Court-appointed Co-Lead Counsel for the Economic Loss Track); and Baron & Budd P.C., Carella, Byrne, Cecchi, Olstein, Brody & Agnello P.C., and Lieff Cabraser Heimann & Bernstein, LLP (Court-appointed Plaintiffs' Steering Committee) on behalf of the Plaintiffs in the *Takata* MDL.

41. "Settlement Fund" means the payments made by Volkswagen, in accordance with the schedule set forth in Section III.A below, which are to be used pursuant to the terms of this Agreement.

42. "Settlement Notice Administrator" means the Court-appointed third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the Publication Notice and consult on Class Notice. The Parties agree that Epiq Systems, Inc. shall serve as Settlement Notice Administrator, subject to approval by the Court.

43. "Settlement Special Administrator" means the Court-appointed third-party administrator agreed to by the Parties and appointed by the Court to oversee and administer the Settlement Fund, subject to the limits provided in this Agreement. The Parties agree that Patrick A. Juneau of Juneau David APLC shall serve as Settlement Special Administrator, subject to approval by the Court.

44. "Subject Vehicles" means those Volkswagen vehicles listed on Exhibit 9 that contain or contained Takata PSAN inflators in their driver or passenger front airbag that (i) have been recalled, or (ii) shall be recalled per the May 5, 2020 agreement between NHTSA and Volkswagen Group of America, Inc. regarding Takata SDI-D inflators, as indicated in Exhibit 10.

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

46. "Takata Airbag Inflator Recall(s)" or "Recall(s)" means all past, present and future recalls referenced in NHTSA's Consent Orders dated May 18, 2015 and November 3, 2015, and amendments thereto, and the May 5, 2020 agreement between NHTSA and Volkswagen

Group of America, Inc., related to Takata PSAN inflators, whether desiccated or non-desiccated, in the driver or passenger front airbag in the Subject Vehicles.

47. "Takata PSAN Inflators" means all airbag inflators for driver or passenger front airbags manufactured and sold by Takata containing propellant with Phase-Stabilized Ammonium Nitrate ("PSAN"), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

48. "Tax Administrator" means the Court-appointed third-party entity agreed to by the Parties and appointed by the Court to oversee and administer the tax preparation, filing, and related requirements of the Settlement Fund, subject to the limits provided in this Agreement. The Parties agree that Jude Damasco of Miller Kaplan Arase LLP shall serve as Tax Administrator, subject to approval by the Court.

49. "Volkswagen" means Volkswagen AG, Volkswagen Group of America, Inc., VW Credit, Inc., Audi AG, and Audi of America, LLC.

50. "Volkswagen Dealer" or "Volkswagen or Audi Dealer" means a Volkswagen or Audi dealer in the United States and all of its territories and possessions authorized by Volkswagen to sell, lease, and service Volkswagen or Audi vehicles.

51. "Volkswagen Counsel" means Sullivan and Cromwell LLP and Gelber Schachter & Greenberg, P.A.

B. Other capitalized terms used in this Agreement but not defined in this Section II shall have the meanings ascribed to them elsewhere in this Agreement.

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

III. SETTLEMENT RELIEF

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

A. Qualified Settlement Fund

1. The Parties, through their respective counsel, shall establish and move the Court to establish and create a Qualified Settlement Fund ("QSF"), pursuant to Internal Revenue Code § 468B and related regulations, with the Settlement Fund to be held at Citi Private Bank. All payments to be made by Volkswagen pursuant to this Agreement shall be made by wire transfer into an Escrow Account, established and controlled consistent with and pursuant to an Escrow Agreement at Citi Private Bank, a mutually-agreed-upon bank. The Escrow Agent shall invest the payments in short-term United States Agency or Treasury Securities (or a mutual fund invested solely in such instruments), or in a United States Government fully-insured account, and shall collect and reinvest any and all interest accrued thereon, if applicable, unless interest rates are such that they would effectively preclude investment in interest-bearing instruments. All (i) taxes on the income of the Escrow Account and (ii) expenses and costs incurred with taxes paid from the Escrow Account (including, without limitation, expenses of tax attorneys, accountants, and the Tax Administrator) (collectively, "Taxes") shall be timely paid out of the Escrow Account without prior Order of the Court. The Parties agree that the Escrow Agent, with the assistance of the Tax Administrator, shall be responsible for filing tax returns for the QSF and paying from the Escrow Account any Taxes owed with respect to the QSF. The Parties agree that the Account shall be treated as a QSF from the earliest date possible, and agree to any relation-back election required to treat the Account as a QSF from the earliest date possible. The Escrow Account shall be comprised of one fund which shall be a single QSF.

2. Volkswagen agrees to pay a total of $42,000,000 to settle the Claims and the Actions, less the 20% credit set forth in Section III.C.4 herein, into the QSF to fund the Settlement Fund, as provided below. If the Court does not grant final approval to the Settlement, any funds remaining in the QSF shall revert to Volkswagen, and any such funds paid into the QSF and not returned to Volkswagen will be credited towards any eventual settlement that may be approved. Volkswagen shall make the payments detailed below and as further detailed in this Settlement Agreement:

(a) Volkswagen shall make the first payment into the QSF not later than 30 days after the Court issues the Preliminary Approval Order (the "Initial Payment"). The Initial Payment shall include:

(i) $5,040,000 (12% of the total Settlement Amount), which is intended to be sufficient to pay for the first 12 months of the Outreach Program; and for the first 12 months of the Settlement Special Administrator's costs and administrative costs.

(b) Volkswagen shall pay into the QSF the amount sufficient to pay for notice costs, as directed by the Settlement Special Administrator, not later than 21 days after receipt of such direction from the Settlement Special Administrator (the "Second Payment");

(c) Not later than 14 days after the Court issues the Final Order , Volkswagen shall deposit into the QSF the amount of attorneys' fees and expenses, as set forth in Section VIII.A, awarded by the Court (the "Third Payment").

(d) Volkswagen shall deposit into the QSF, not later than 14 days after the Effective Date, 30% of the amount remaining of the $42,000,000, after subtracting (a), (b), and

(c) above and further reduced by the applicable portion of the 20% Enhanced Rental Car Loaner Program Credit set forth in Section III.C.4 below (the "Year One Payment").

(e) Volkswagen shall deposit into the QSF, not later than one year after the Effective Date, 30% of the amount remaining of the $42,000,000, after subtracting (a), (b), and (c) above and further reduced by the applicable portion of the 20% Enhanced Rental Car/Loaner Program Credit set forth in Section III.C.4 below (the "Year Two Payment").

(f) Volkswagen shall deposit into the QSF, not later than two years after the Effective Date, 20% of the amount remaining of the $42,000,000, after subtracting (a), (b), and (c) above and further reduced by the applicable portion of the 20% Enhanced Rental Car/Loaner Program Credit set forth in Section III.C.4 below (the "Year Three Payment").

(g) Volkswagen shall deposit into the QSF, not later than three years after the Effective Date, the full amount remaining of the $42,000,000, after subtracting (a), (b), (c), (d), (e), and (f) above and further reduced by the applicable portion of the 20% Enhanced Rental Car/Loaner Program Credit set forth in Section III.C.4 below (the "Year Four Payment").

(h) The amounts and percentages identified above in Paragraphs III.A.2.d through III.A.2.g are subject to change after consultation by the Parties, through their respective counsel, and at the direction of the Settlement Special Administrator, as necessary to fulfill the purposes of the Settlement Agreement. Any changes to the amounts and percentages identified above will be mutually agreed to and documented in writing.

3. The Settlement Fund shall be used for the following purposes, as further described in this Agreement: (a) the Outreach Program; (b) the Out-of-Pocket Claims Process; (c) the Enhanced Rental Car/Loaner Program; (d) notice and related costs; (e) claims administration, including expenses associated with the Settlement Special Administrator and his

consultants, Taxes, fees, and related costs; (f) residual cash payments to Class Members, to the extent that there are residual amounts remaining; (g) Settlement Class Counsel's fees and expenses as the Court awards; and (h) incentive awards to individual Plaintiffs, if any. Subject to the agreement of the Parties, through their respective counsel, there shall be flexibility to move funds within (including allocating specific percentages or amounts among) components (a), (b), (d), (e), and (f) above, and to set aside funds in a given year to finance any of these components in later years, to fulfill the purposes of the Settlement Agreement. Any residual funds for any given year or at the end of the Settlement Fund shall be distributed pursuant to Section III.E of this Agreement. In no event shall Volkswagen be required to pay any amount more than $42,000,000, less the 20% Enhanced Rental Car/Loaner Program Credit set forth in Section III.C.4 below.

4. It is expressly understood that should other Automotive Defendants enter into settlement agreements in the Action as part of a broader settlement in connection with this Agreement, then separate settlement funds will be created for each settling Automotive Defendant and its subject vehicles and customers. However, any common expenses and costs, as determined by the Settlement Special Administrator, including but not limited to costs for Publication Notice and common settlement administration, will be shared by the settling Automotive Defendants on a *pro rata* basis, according to the relative settlement contributions of each settling Automotive Defendant.

B. Outreach Program

1. The Settlement Special Administrator shall oversee and administer the Outreach Program with the goal of maximizing, to the extent practicable, completion of the Recall Remedy in Subject Vehicles for the Takata Airbag Inflator Recalls. The Parties will recommend various programs to the Settlement Special Administrator that are intended to effectuate these

goals. In order to effectuate these goals, the Outreach Program shall be designed to significantly increase Recall Remedy completion rates via traditional and non-traditional outreach efforts, including by expanding those currently being used by Volkswagen and conducted in connection with NHTSA's November 3, 2015 Coordinated Remedy Order and amendments thereto (the "Coordinated Remedy Order"). The budget for the Outreach Program is not to exceed 33% of the Settlement Amount, but the budget of the Outreach Program may be adjusted subject to the agreement of the Parties, through their respective counsel. The Parties, in consultation with the Settlement Special Administrator, will meet at least once a year to consider whether the above-referenced presumptive budget for the Outreach Program should be increased or decreased, and whether any money in the Qualified Settlement Fund should be set aside to finance the Outreach Program or the Out-of-Pocket Claims Process in future years. The Settlement Special Administrator shall engage certain consultants and staff, as agreed to by the Parties, through their respective counsel, to assist in the design, effectuation and implementation of the Outreach Program. The Settlement Special Administrator shall exercise his discretion to make reasonable efforts to confer with NHTSA, the Independent Monitor for Takata, and State Attorneys General, and consider compliance with the Coordinated Remedy Program before finalizing the Outreach Program. In addition, the Settlement Special Administrator and the Parties may confer directly with NHTSA, the Independent Monitor for Takata, and other parties, including State Attorneys General, to solicit input and seek collaboration in efforts to increase recall rates. Volkswagen shall be included in or notified of all communications between the Settlement Special Administrator and NHTSA, the Independent Monitor for Takata, State Attorneys General, or other regulatory bodies that specifically pertain to Volkswagen's recall completion. Updates to the Outreach Program shall be posted on the Settlement website.

2. The Outreach Program for the Takata Airbag Inflator Recalls may include, but is not limited to, the following agreed-upon components: (a) direct contact of Class Members via U.S. Mail, telephone, social media, e-mail, texting, and canvassing; (b) contact of Class Members by third parties (e.g., independent repair shops); and (c) multi-media campaigns, such as through print, television, radio, and the internet. The Outreach Program may also include towing Subject Vehicles to Volkswagen Dealers for completion of the Recall Remedy and the delivery of Subject Vehicles to Class Members following completion of the Recall Remedy, the completion of the Recall Remedy by Volkswagen Dealers or other authorized entities at locations other than Volkswagen Dealers via mobile units capable of performing the Recall Remedy, incentives for Class Members to bring their Subject Vehicles to Volkswagen Dealers for the completion of the Recall Remedy, incentives for dealers to perform the Recall Remedy, incentives for independent repair shops to refer Class Members to Volkswagen Dealers to perform the Recall Remedy, and the use of data appending resources to identify Subject Vehicles that have not obtained the Recall Remedy. The Settlement Special Administrator shall work in good faith with the consultants and the Parties, through their respective counsel, on the Outreach Program, including, but not limited to, the programs, timing, necessary outreach messages, amounts, and support. The Settlement Special Administrator shall correspond and coordinate the Outreach Program with Volkswagen to ensure to the extent practicable that the outreach is consistent with Recall Remedy parts and service availability. Any and all communications with Volkswagen customers/Class Members via the Outreach Program shall be approved by the Parties, through their respective counsel. The Outreach Program may also include the expansion and/or enhancement of outreach components currently used or planned by Volkswagen.

3. The Parties shall meet and confer in good faith to agree to jointly recommend to the Settlement Special Administrator the proposed Outreach Program and adjustments thereto. If the Parties, through their respective counsel, do not fully agree, they may each submit a recommendation to the Settlement Special Administrator for those points on which there is disagreement. The Settlement Special Administrator will then make a final, binding determination regarding the details and scope of the Outreach Program, subject to the limitations imposed by the terms of this Agreement, and subject to any limitations, restrictions, or modifications directed by NHTSA or the Monitor, provided that the content of any outreach to Volkswagen customers shall be subject to approval by Volkswagen.

4. The Settlement Special Administrator shall periodically report to the Court and the Parties, through their respective counsel, the results of the implementation of the Outreach Program. The reports shall be provided at least every two months in the first year and then every three months thereafter, including a final report at the end of the Outreach Program, which the Parties anticipate will end 12 months following the Year Four Payment unless the Parties, along with the Settlement Special Administrator agree on a different period pursuant to Section III.B.7.

5. If the Effective Date does not occur during the first 12 months of the Outreach Program, the Parties, through their respective counsel, shall discuss continuing and funding the Outreach Program until the Effective Date.

6. The Outreach Program is intended to be a program that will adjust and change its methods of outreach as is required to achieve its goal of maximizing completion of the Recall Remedy. It is not intended to be a static program with components that are fixed for the entire settlement period.

7. Volkswagen may propose to continue the Outreach Program beyond 12 months following the Year Four Payment if it finds it necessary to maximize recall rates among the population of Subject Vehicles that will, or may be, recalled. To support its proposal to continue the Outreach Program beyond 12 months following the Year Four Payment, Volkswagen will provide Settlement Class Counsel and the Settlement Special Administrator with any and all reasonable information requested regarding outreach efforts and recall rates for Subject Vehicles that will, or may be, recalled. If Settlement Class Counsel do not agree to continue the Outreach Program beyond 12 months following the Year Four Payment, the Parties may each submit a recommendation to the Settlement Special Administrator. The Settlement Special Administrator will then make a final, binding determination. If the Outreach Program is continued beyond 12 months following the Year Four Payment, a portion of Volkswagen Qualified Settlement Fund may be set aside to pay for Outreach Program costs for the extended period.

C. Enhanced Rental Car/Loaner Program

1. To address the potential inconvenience of waiting at a Volkswagen Dealer for Recall Repairs to be performed and to address the claimed anxiety, emotional distress or fear of driving a Subject Vehicle with an unrepaired recalled Takata inflator expressed by some owners and lessees, it will be Volkswagen's policy to provide a loaner/rental car free of charge to owners and lessees who request a vehicle. As part of this Settlement, Volkswagen shall adopt and implement a policy related to the provision of loaner or rental cars to Class Members to comport with the Enhanced Rental Car/Loaner Program set forth herein.

2. Pursuant to the Enhanced Rental Car/Loaner Program, Volkswagen shall provide a rental/loaner vehicle to every owner or lessee who (i) brings a Subject Vehicle that has been recalled (i.e., there is an open and active NHTSA recall campaign covering the Subject

Vehicle's inflators), to a Volkswagen Dealers for completion of the Recall Remedy and (ii) requests a rental/loaner vehicle while awaiting the Recall Remedy, while the Recall Remedy is in progress, or if there is a delay in performing the Recall Remedy on the recalled Subject Vehicle. The owner or lessee shall provide adequate proof of insurance, and if a rental car (as opposed to a loaner) is provided, the owner or lessee must meet the applicable rental car company's guidelines. The rental/loaner vehicle shall be made available until a Recall Remedy is performed on the Subject Vehicle, at which time the rental/loaner vehicle must be promptly returned to the provider of the rental/loaner vehicle in the same condition (excepting ordinary wear and tear) as received. Absent extenuating circumstances, the rental/loaner vehicle shall be returned when the Recall Remedy is completed. But in no event shall Volkswagen's obligation to pay rental costs or provide a loaner under this paragraph persist for more than 7 days after notification that the Recall Remedy has been performed on the Subject Vehicle.

3. Volkswagen shall institute the Enhanced Rental Car/Loaner Program no later than 30 calendar days following the date of issuance of the Preliminary Approval Order, and shall continue it until one year following the Year Four Payment.

4. Volkswagen shall receive a credit of 20% ($8,400,000) of the overall Settlement Amount for providing the Enhanced Rental Car/Loaner Program. This credit shall be: (a) automatically applied at the beginning of the settlement program year for the Year One Payment, Year Two Payment, Year Three Payment and Year Four Payment; and (b) divided into four equal amounts for these yearly payments. Every six months following the initiation of the Enhanced Rental Car/Loaner Program, Volkswagen shall certify to the Settlement Special Administrator that Volkswagen is complying with the Enhanced Rental Car/Loaner Program. The Settlement Special Administrator shall have the right to audit and confirm such compliance.

D. Out-of-Pocket Claims Process

1. The Out-of-Pocket Claims Process shall be used to pay for Class Members' reasonable out-of-pocket expenses related to the Takata Airbag Inflator Recalls, as determined by the Settlement Special Administrator.

2. The Settlement Special Administrator shall oversee the administration of the Out-of-Pocket Claims Process, including, but not limited to, the determination of types of reimbursable costs and the eligibility of claims for reimbursement. The types of eligible reimbursable costs shall be included in the Registration/Claim Form. The Registration/Claim Form shall also contain a statement that the Settlement Special Administrator may approve and pay for other reimbursable claims that the Settlement Special Administrator deems to be a reasonable out-of-pocket expense.

3. The Parties, through their respective counsel, shall make recommendations to the Settlement Special Administrator on what types of reasonable out-of-pocket expenses are reimbursable. Based on these recommendations, the Settlement Special Administrator shall consider those recommendations and develop a claim review protocol that will allow for reimbursement from the Settlement Fund to eligible Class Members for reasonable out-of-pocket expenses related to the Takata Airbag Inflator Recalls. The Parties agree that the following preliminary list of types of reasonable expenses, documented to the extent reasonable and practicable, may be reimbursed: (i) reasonable unreimbursed rental car and transportation expenses, after requesting and while awaiting the Recall Remedy from a Volkswagen Dealer; (ii) reasonable towing charges to a Volkswagen Dealer for completion of the Recall Remedy; (iii) reasonable childcare expenses necessarily incurred while the Recall Remedy is being performed on the Subject Vehicle by the Volkswagen Dealer; (iv) reasonable unreimbursed out-

of-pocket costs associated with repairing driver or passenger front airbags containing Takata PSAN inflators; (v) reasonable lost wages resulting from lost time from work directly associated with the drop off and/or pickup of a Subject Vehicle at a Volkswagen Dealer for performance of the Recall Remedy; and (vi) reasonable fees incurred for storage of a Subject Vehicle after requesting and while awaiting a Recall Remedy part. The Parties recognize that there may be additional categories of out-of-pocket expenses that may be reimbursed, as determined by the Settlement Special Administrator. The Settlement Special Administrator may not use any funds from the Out-of-Pocket Claims Process for payments to Class Members due to property damage, including vehicle damage, or personal injury allegedly from the deployment or non-deployment of a Takata airbag. The Settlement Special Administrator may reduce the amount paid to a Class Member in response to a claim for Out-of-Pocket expenses he otherwise grants on grounds that the amount sought is excessive.

4. Pursuant to the Settlement Special Administrator's Claims Review Protocol, Class Members who have submitted timely and fully completed Registration/Claim Forms and: (a) are determined to be eligible to receive reimbursement for reasonable out-of-pocket expenses, shall be reimbursed for these reasonable out-of-pocket expenses; or (b) have been either determined not to be eligible to receive reimbursement for claimed out-of-pocket expenses or only registered for a residual payment, shall be placed into a group of Class Members that may be eligible to receive funds from the Residual Distribution, if any, pursuant to the terms of Section E below.

5. The first set of reimbursements to eligible Class Members who have completed and filed a claim form shall be made on a rolling basis by the Settlement Special

Administrator no later than 180 days after the Effective Date. Reimbursements for following years shall be made on a rolling basis as claims are submitted and approved in subsequent years.

6. For the reimbursements that occur in years one through three, reimbursements shall be made on a first-in-first-out basis until the Settlement Fund is depleted for that year. If there are no more funds to reimburse eligible Class Members in that particular year, then those Class Members will be moved to subsequent years for reimbursement.

7. For reimbursements to eligible Class Members that are to occur in year four and until the Final Registration/Claim Deadline has been reached, out-of-pocket payments shall be made for the amount approved by the Settlement Special Administrator, unless the approved reimbursements to eligible Class Members exceeds the amount available. If this event occurs, then reimbursements shall be made on a *pro rata* basis until the available amount is exhausted.

8. Class Members may submit one claim for out-of-pocket expenses for each Recall Remedy performed on each Subject Vehicle they own(ed) or lease(d). For example, a Class Member with two Subject Vehicles may submit claims for each vehicle, but the claims for the unreimbursed expenses shall not be duplicative. In no event shall a Class Member be entitled to more than one reimbursement payment per Recall Remedy performed on each Subject Vehicle they own(ed) or lease(d). The Settlement Special Administrator's decisions regarding claims for reimbursement of out-of-pocket expenses submitted by Class Members shall be final and not appealable.

E. Residual Distribution

1. Except as set forth in Section III.E.4, any funds that remain at the end of each of the first four settlement program years, after all Outreach Program and out-of-pocket expense payments for that year have been made, shall be distributed to each Class Member who

(a) submitted claims in that year or prior program years that were previously rejected; or (b) sought to register for a residual payment only. No Class Member eligible for a Residual Distribution payment shall receive a payment(s) totaling more than $250 from the Residual Distribution for the first four settlement program years, except as provided in Sections III.E.2 and III.E.3. Any funds remaining after payment of the maximum residual payment to all Class Members in any given year shall be rolled over into the following year's settlement program, except for funds that are distributed pursuant to Section III.E.2 and III.E.3.

2. Except as set forth in Section III.E.4, unless it is administratively unfeasible, any funds that remain after the Final Registration/Claim Deadline has been reached and after payments are made pursuant to Section III.E.1, shall be distributed on a *per capita* basis to Class Members who: (a) submitted claims in this or prior program years that were previously paid; (b) submitted claims in this or prior program years that were previously rejected and have not received any prior claims payments under this settlement program; or (c) sought to register for a residual payment only. No Class Member shall receive a payment of more than $250 from this residual payment from this last settlement program year.

3. Except as set forth in Section III.E.4, any funds remaining in the Settlement Fund after making the payments described in Section III.E.2 shall be distributed to all Class Members on a *per capita* basis, unless it is administratively unfeasible, in which case such funds shall be distributed *cy pres*, subject to the agreement of the Parties, through their respective counsel, and Court approval.

4. After the Final Registration/Claim Deadline, the Parties and the Settlement Special Administrator may agree to spend any funds remaining in the Qualified Settlement Fund on continued Outreach Program activities rather than on a final Residual Distribution or *cy pres*

payment as described in Sections III.E.2 and III.E.3 to fulfill the purposes of the Settlement Agreement.

5. Any Class Member who submits a claim that the Settlement Special Administrator determines is fraudulent shall not receive any payment from the Settlement Fund.

F. Registration/Claim Process

1. Every Class Member who (a) had the Recall Remedy performed on a Subject Vehicle as of the Effective Date, (b) sold, or returned pursuant to a lease, a Subject Vehicle prior to the issuance of the Preliminary Approval Order, and/or (c) brings a Subject Vehicle to a Volkswagen Dealer to have the Recall Remedy performed after the Effective Date shall be eligible, during the Claim Period, to submit a claim to the Out-of-Pocket Claims Process or register to receive a payment from the Residual Distribution, if any. The Registration/Claim Form shall allow Class Members to either submit a claim to the Out-of-Pocket Claims Process or to register for a payment from the Residual Distribution, if any. Class Members who submit a claim to the Out-of-Pocket Claims Process and have been determined to be ineligible to receive reimbursement for claimed out-of-pocket expenses shall be eligible to receive funds from the Residual Distribution, if any.

2. Registration/Claim Forms shall be made available to Class Members through various means, including U.S. Mail, e-mail, internet and other similar agreed-upon manners of dissemination; the Settlement Special Administrator shall make available to Volkswagen Dealers the Registration/Claim Forms and Volkswagen shall advise and request Volkswagen Dealers to provide the Registration/Claim Forms to Class Members at the time they bring their Subject Vehicle to the Volkswagen Dealer for the Recall Remedy. Registration/Claim Forms can be completed and submitted online through a link on the Settlement website or on hard

copy Registration/Claim Forms that can be requested from the Settlement Special Administrator or from the Settlement Notice Administrator.

G. The Customer Support Program

1. If the Court issues the Final Order, as part of the compensation Volkswagen is paying in exchange for a Release of Claims against it in the Action, Volkswagen shall provide Class Members a Customer Support Program, which will be limited to providing prospective coverage for repairs and adjustments (including parts and labor) needed to correct damaged and/or defective materials, if any, and defective workmanship, if any, of replacement driver or passenger inflators installed pursuant to the Takata Airbag Recall in the Subject Vehicles. This benefit will be automatically transferred and will remain with the Subject Vehicle regardless of ownership. The normal deployment of a replacement airbag inflator shall terminate this benefit as to a Subject Vehicle. To permit Volkswagen to coordinate with Volkswagen Dealers to provide benefits pursuant to the Customer Support Program under the Agreement, eligible Class Members may begin seeking such benefits no earlier than 30 days from the date of the Court's issuance of the Final Order. Nothing in the previous sentence shall affect the calculation of periods of time for which Volkswagen will provide coverage under the Customer Support Program.

2. The Customer Support Program shall not give Class Members a right to demand that Volkswagen recall unrecalled inflators or a claim against Volkswagen for breach of warranty for failure to recall inflators based on their use of PSAN as a propellant.

3. If the Subject Vehicle has been recalled and the Recall Remedy has been completed as of the date of the issuance of the Court's Preliminary Approval Order, then the Customer Support Program will last for 10 years measured from the date the Recall Remedy was performed on the Subject Vehicle or 150,000 miles measured from the date the Subject Vehicle

was originally sold or leased by a Volkswagen Dealer ("Date of First Use"), whichever comes first. However, each eligible vehicle will receive coverage for at least 75,000 miles measured from the date the Recall Remedy was performed on the Subject Vehicle, or two years measured from the date of the issuance of the Court's Preliminary Approval Order, whichever is later.

4. If the Subject Vehicle has been or will be recalled and the Recall Remedy has not been completed as of the date of the issuance of the Court's Preliminary Approval Order, then the Customer Support Program will last for (a) 10 years from the Date of First Use, or, if the Recall Remedy is subsequently performed on the Subject Vehicle, the date the Recall Remedy is performed, or (b) 150,000 miles measured from the Date of First Use, whichever comes first. However, each eligible vehicle will receive coverage for at least 75,000 miles measured from the date the Recall Remedy was performed on the Subject Vehicle, or two years measured from the date of the issuance of the Court's Preliminary Approval Order (or from the date the Recall Remedy is subsequently performed, if it is), whichever is later.

5. Inoperable vehicles and vehicles with a salvaged, rebuilt or flood-damaged title are not eligible for the Customer Support Program.

IV. NOTICE TO THE CLASS

A. Components of Class Notice

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

any other applicable statute, law or rule. All costs associated with Class Notice shall be paid solely and exclusively from the Settlement Fund.

B. Publication Notice

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

C. Internet Website

The Settlement Notice Administrator shall establish a Settlement website that will inform Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The website shall include, in .pdf format, materials agreed upon by the Parties or required by the Court.

D. Direct Mailed Notice

The Settlement Notice Administrator shall send the Direct Mailed Notice, substantially in the form attached hereto as Exhibit 2, by U.S. Mail, proper postage prepaid, to Class Members. The Direct Mailed Notice shall inform potential Class Members on how to obtain the Long Form Notice from the Settlement website, through regular mail or from a toll-free telephone number. In addition, the Settlement Notice Administrator shall: (a) re-mail any Direct Mailed Notices returned by the United States Postal Service with a forwarding address no later than the deadline found in the Preliminary Approval Order; (b) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include a forwarding address,

attempt to find better addresses and promptly mail copies of the applicable notice to any better addresses so found. The Direct Mailed Notice shall also be available on the Settlement website.

E. Long Form Notice

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

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

2. Opt-Out Rights: The Long Form Notice shall inform Class Members that they have the right to opt out of the Settlement. The Direct Mailed Notice shall provide the deadlines and procedures for exercising this right.

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

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

5. The Long Form Notice and Settlement website shall include the Registration/Claim Form. The Registration/Claim Form shall inform the Class Member that the

Class Member must fully complete and timely return the Registration/Claim Form within the Claim Period to be eligible to obtain monetary relief pursuant to this Agreement.

6. The Settlement website will contain a section with Frequently Asked Questions.

F. Toll-Free Telephone Number

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

G. Internet Banner Notifications

The Settlement Notice Administrator shall, pursuant to the Parties' agreement, establish banner notifications on the internet that will provide settlement-related information to Class Members and shall utilize additional internet-based notice efforts as to be agreed to by the Parties, through their respective counsel.

H. Radio Notice

The Settlement Notice Administrator shall cause the publication of the radio notices as described in the Declaration of the proposed Settlement Notice Administrator. The form and content of the radio notices shall be agreed upon by the Parties.

I. Class Action Fairness Act Notice

The Settlement Notice Administrator shall send to each appropriate State and Federal official the materials specified in 28 U.S.C. § 1715 ("CAFA Notice") and otherwise comply with its terms. The identities of such officials and the content of the materials shall be mutually agreeable to the Parties, through their respective counsel. Any communications received from

State and Federal officials in response to CAFA Notice shall be immediately (within one business day) electronically forwarded to counsel for the parties.

J. Duties of the Settlement Notice Administrator

1. The Settlement Notice Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Direct Mailed Notices; (b) handling returned mail not delivered to Class Members; (c) attempting to obtain updated address information for any Direct Mailed Notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Agreement; (e) responding to requests for Direct Mailed Notice; (f) receiving and maintaining on behalf of the Court any Class Member correspondence regarding requests for exclusion and/or objections to the Settlement; (g) forwarding written inquiries to Settlement Class Counsel or their designee for a response, if warranted; (h) establishing a post-office box for the receipt of any correspondence; (i) responding to requests from Settlement Class Counsel and/or Volkswagen's Counsel; (j) establishing a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Actions and the Settlement; (k) coordination with the Settlement Special Administrator regarding the Claims Process and related administrative activities; and (l) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement.

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

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

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

5. Not later than 14 days before the date of the Fairness Hearing, the Settlement Notice Administrator shall file with the Court (a) a list of those persons or entities who or which have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, method and results of the notice program.

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

K. Duties of the Settlement Special Administrator

1. The Settlement Special Administrator shall carry out the terms and conditions of this Agreement, including, but not limited to the Outreach Program, Claims Process, Final Registration/Claim Deadline, and Residual Distribution, including any *cy pres* distribution authorized by the Court. The Parties, through their respective counsel, and Settlement Special Administrator shall be required to take adequate precautions to ensure that no part of the Outreach Program violates the federal Telephone Consumer Protection Act ("TCPA"). These precautions include, but are not limited to, requesting that the Court issue written findings that the Outreach Program is being done for public safety purposes on behalf of the federal government and that the Settlement Special Administrator is an agent of the federal government for these purposes. The

provisions relating to the TCPA shall be included in the Court's Preliminary Approval Order and the Final Order.

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

3. The Settlement Special Administrator may retain one or more persons to assist in the completion of the Settlement Special Administrator's responsibilities.

4. The Settlement Special Administrator and the Parties, through their respective counsel, shall promptly, after receipt of any correspondence that should have properly been delivered to counsel for another Party or the Settlement Special Administrator, provide copies of such correspondence to each other.

L. Self-Identification

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

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

V. REQUESTS FOR EXCLUSION

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

B. To be effective, the request for exclusion must be sent via first-class U.S. mail to the specified address and:

- Include the Class Member's full name, address, and telephone number;
- Identify the model, model year, and vehicle identification number of the Class Member's Subject Vehicle(s);
- Explicitly and unambiguously state his, her, or its desire to be excluded from the Volkswagen Settlement Class in *In re Takata Airbag Products Liability Litigation*; and
- Be individually and personally signed by the Member of the Settlement Classes (if the Member of the Settlement Classes is represented by counsel, it must also be signed by such counsel).

C. Any potential Class Member who does not file a timely and complete written request for exclusion as provided in Section V shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Order and Final Judgment in the

Actions, even if he or she has litigation pending or subsequently initiates litigation against Volkswagen or the Released Parties asserting the claims released in Section VII of the Agreement.

D. Any purported request for exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the potential Class Member's desire to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. The Settlement Notice Administrator will receive purported requests for exclusion and will follow guidelines developed jointly by Settlement Class Counsel and Volkswagen's counsel for determining in the first instance whether they meet the requirements of a valid request for exclusion. Any communications from potential Class Members (whether styled as an exclusion request, an objection, or a comment) as to which it is not readily apparent that the potential class member intended to exclude himself or herself from the Class will be evaluated jointly by Settlement Class Counsel and Volkswagen's counsel, who will make a good faith evaluation, if possible, of the potential Class Member's intentions. Any uncertainties about whether a potential Class Member is requesting exclusion from the Settlement Class will ultimately be resolved by the Court.

VI. OBJECTIONS TO SETTLEMENT

A. Any Class Member who has not filed a timely and complete written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses, or the individual awards to the Plaintiffs, must deliver to Settlement Class Counsel identified in the Class Notice and to Volkswagen's Counsel, and file with the Court, on or before a date ordered by the Court in the Preliminary Approval Order a written statement of his or her objections. The written objection of any Class Member must include: (a) a heading which refers to the *Takata* MDL; (b) the

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

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

C. Any Class Member who fails to comply with the provisions of Sections VI.A and VI.B above shall waive any rights he or she may have to appear separately or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Order and the Final Judgment in the Actions. The exclusive means for any challenge to this Settlement shall be through the provisions of this Section VI. Without limiting the foregoing, any challenge to the Settlement, Final Order or Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

D. Any Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Agreement and the terms contained herein are approved, as long as the objecting Class Member complies with all requirements of this Agreement applicable to Class Members, including the timely submission of Registration/Claim Forms.

VII. RELEASE AND WAIVER

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

B. In consideration for the relief provided above, Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through or under them, including their executors, administrators, heirs, assigns, privies, predecessors and successors, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from the Claims and any and all other claims, demands, suits, petitions, liabilities, causes of action, rights, losses and damages and relief of any kind or type regarding the subject matter of the Actions, including, but not limited to, compensatory, exemplary, statutory, punitive, restitutionary, expert or attorneys' fees and costs, whether past, present, or future, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, physical property damage to the Subject Vehicle, fraud or misrepresentation, common law, violations of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, violations of any state's Lemon Laws, the Racketeer Influenced and Corrupt Organizations Act, or the Magnuson-Moss Warranty Act, or any other source, or any claims under the Trade Regulation Rule Concerning the Preservation of Consumers' Claims and Defenses 16. C.F.R. § 433.2, or any claim of any kind, in law or in equity, arising from, related to, connected with, or in any way involving the Claims or the Actions, the Subject Vehicles' driver or passenger front airbag modules containing desiccated or non-desiccated Takata PSAN inflators, and any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, alleged, asserted or described in the *Alters* Complaint, the *McBride* Complaint, the Consolidated Class Action Complaint, the

Amended Consolidated Class Action Complaint, the Second Amended Consolidated Class Action Complaint, the Actions or any amendments of the Actions.

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

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

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

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

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

H. In connection with this Agreement, Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or

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

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

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

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

J. Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned or

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

K. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements incurred by any attorneys, Settlement Class Counsel, Plaintiffs or Class Members who claim to have assisted in conferring the benefits under this Settlement upon the Class.

L. Settlement Class Counsel and any other attorneys who receive attorneys' fees and costs from this Settlement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made

by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

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

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

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

VIII. ATTORNEYS' FEES AND EXPENSES AND INDIVIDUAL PLAINTIFF AWARDS

A. The Parties did not begin to negotiate Attorneys' Fees and Expenses until after agreeing to the principal terms set forth in this Settlement Agreement. Settlement Class Counsel agrees to file, and Volkswagen agrees not to oppose, an application for an award of Attorneys' Fees and Expenses of not more than 30% of the Settlement Amount. This award shall be paid solely and exclusively from the Settlement Fund, and is the sole compensation paid by Volkswagen for all plaintiffs' counsel in the Actions, and shall be paid in accordance with Section III.A.2.c.

B. Except as set forth in Section X.B, any order or proceedings relating solely to the Attorneys' Fees and Expenses application, or any appeal from any order related thereto, or reversal

or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Effective Date.

C. Current law in the Eleventh Circuit prohibits incentive awards to class representatives in class action settlements, *see Johnson v. NPAS Sols., LLC*, 975 F.3d 1244 (11th Cir. 2020), but a petition for rehearing *en banc* of the *Johnson* case is pending. If the Eleventh Circuit vacates the *Johnson* decision or rules that incentive awards are permissible, Settlement Class Counsel may petition the Court for incentive awards of up to $5,000 per Plaintiff. The purpose of such awards shall be to compensate the Plaintiffs for efforts undertaken by them on behalf of the Class. Any incentive awards made by the Court shall be paid solely and exclusively from the Settlement Fund within 30 days of the date the Court grants Settlement Class Counsel's petition for fees, if it does so.

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

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

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

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

2. Preliminarily approve the Settlement;

3. Require the dissemination of the components of the Notice Program and the taking of all necessary and appropriate steps to accomplish this task;

4. Determine that the components of the Notice Program complies with all legal requirements, including, but not limited to, the Due Process Clause of the United States Constitution;

5. Schedule a date and time for a Fairness Hearing to determine whether the Settlement should be finally approved by the Court;

6. Require Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion as directed in this Agreement and Long Form Notice and that a failure to do so shall bind those Class Members who remain in the Class;

7. Require Class Members who wish to object to this Agreement to submit an appropriate and timely written objection as directed in this Agreement and Long Form Notice;

8. Require Class Members who wish to appear to object to this Agreement to submit an appropriate and timely written statement as directed in the Agreement and Long Form Notice;

9. Require attorneys representing Class Members who wish to object to this Agreement to file a notice of appearance as directed in this Agreement and Long Form Notice;

10. Issue a preliminary injunction and stay all other Actions in the *Takata* MDL as to Volkswagen pending final approval by the Court;

11. Issue a preliminary injunction enjoining potential Class Members, pursuant to the All Writs Act, 28 U.S.C. § 1651, and the Anti-Injunction Act, 28 U.S.C. § 2283, from instituting or prosecuting any action or proceeding that may be released pursuant to this Settlement, including those Class Members seeking to opt out, pending the Court's determination of whether

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

12. Appoint the Settlement Notice Administrator, the Settlement Special Administrator, the Tax Administrator, and the Escrow Agent, and address potential TCPA issues; and

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

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

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

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

3. Finally certify the Class for settlement purposes only;

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

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

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

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

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

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

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

X. MODIFICATION OR TERMINATION OF THIS AGREEMENT

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

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

conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or the terms of the Release; or (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Order and Final Judgment, or any of the Court's findings of fact or conclusions of law, that results in a substantial modification to a material term of the proposed Settlement. The terminating Party must exercise the option to withdraw from and terminate this Agreement, as provided in this Section X, by a signed writing served on the other Parties no later than 21 days after receiving notice of the event prompting the termination. The Parties will be returned to their positions *status quo ante*. Volkswagen shall have the right, but not the obligation, to terminate this Agreement if the total number of timely and valid requests for exclusion exceeds 1% of Class Members.

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

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

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

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

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

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

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

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

6. Neither this Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to this Agreement shall be admissible or entered into evidence for any purpose whatsoever;

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

8. All costs incurred in connection with the Settlement, including, but not limited to, notice, publication, and customer communications, shall be paid from the Settlement Fund and all remaining funds shall revert back to Volkswagen as soon as practicable. Neither Plaintiffs nor Settlement Class Counsel shall be responsible for any of these costs or other settlement-related costs; and

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

XI. GENERAL MATTERS AND RESERVATIONS

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

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

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

2. Any other conditions stated in this Agreement**.**

C. The Parties and their counsel agree to keep the existence and contents of this Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that Volkswagen may disclose such information, prior to the date on which

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

D. Plaintiffs and Settlement Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither Plaintiffs nor their counsel may disclose it to third parties (other than experts or consultants retained by Plaintiffs in connection with the Actions), nor may they disclose any quotes or excerpts from, or summaries of, such information, whether the source is identified or not; that it not be the subject of public comment; that it not be used by Plaintiffs or Settlement Class Counsel or other counsel representing plaintiffs in the Actions in any way in this litigation or any other litigation or otherwise should the Settlement not be approved, and that it is to be returned if a Settlement is not concluded; provided, however, that Plaintiffs may seek such information through formal discovery if appropriate and not previously requested through formal discovery or from referring to the existence of such information in connection with the Settlement of the Claims and the Actions.

E. Information provided by Volkswagen includes trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential" pursuant to the Confidentiality Order entered in the MDL and any other confidentiality or protective orders that have been entered in the Actions or other agreements, and shall remain subject to all provisions of those orders or agreements. Any materials inadvertently produced shall, upon Volkswagen's

request, be promptly returned to Volkswagen's Counsel, and there shall be no implied or express waiver of any privileges, rights and defenses.

F. Within 90 days after the Effective Date (unless the time is extended by agreement of the Parties), all "Confidential" and "Highly Confidential" documents and materials (and all copies of such documents in whatever form made or maintained, including documents referring to such documents) produced during the settlement process by Volkswagen or Volkswagen's Counsel to Settlement Class Counsel shall be returned to Volkswagen's Counsel. Alternatively, Settlement Class Counsel shall certify to Volkswagen's Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained including documents referring to such documents) produced by Volkswagen or Volkswagen's Counsel have been destroyed, provided, however, that this Section XI.F shall not apply to any documents made part of a Court filing or to Settlement Class Counsel's work product (as to which the confidentiality provisions above shall continue to apply). Six months after the final distribution of the settlement funds to Class Members who submitted valid claim forms, the Settlement Notice Administrator and Settlement Special Administrator shall either destroy or return all documents and materials to Volkswagen, Volkswagen's Counsel or Settlement Class Counsel that produced the documents and materials, except that they shall not destroy any and all claim forms, including any and all information and/or documentation submitted by Class Members. Nothing in this Agreement shall affect or alter the terms of the MDL Confidentiality Order or any other applicable confidentiality agreement, which shall govern the documents produced in the Actions.

G. Volkswagen's execution of this Agreement shall not be construed to release – and Volkswagen expressly does not intend to release – any claim Volkswagen may have or make

against any insurer or other party for any cost or expense incurred in connection with the Claims or the Actions and/or Settlement, including, without limitation, for attorneys' fees and costs.

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

I. Settlement Class Counsel further represent that the Plaintiffs: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (3) have read the pleadings in the Actions, including the SACCAC, or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Settlement Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Settlement Class Counsel and they have agreed to its terms; (6) have consulted with Settlement Class Counsel about the Claims and the Actions and this Agreement and the obligations imposed on representatives of the Class; (7) have a good faith belief that this Settlement and its terms are fair, adequate, reasonable and in the best interests of the Class; (8) have authorized Settlement Class Counsel to execute this Agreement on their behalf; and (9) shall remain and serve as representatives of the Class until the terms of this Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that said Plaintiffs cannot represent the Class.

J. The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement to Class Members is given or will be given by the Parties,

nor are any representations or warranties in this regard made by virtue of this Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

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

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

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

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

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

1. If to Volkswagen, then to:

Robert J. Giuffra Jr.
Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Tel: (212) 558-4000
Email: giuffrar@sullcrom.com

2. If to Plaintiffs, then to:

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

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

the day after Thanksgiving, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States or the Clerk of the United States District Court for the Southern District of Florida.

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

R. The Class, Plaintiffs, Settlement Class Counsel, Volkswagen, or Volkswagen's Counsel shall not be deemed to be the drafter of this Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Agreement was drafted by counsel for the Parties during extensive arm's-length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed.

S. The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Actions, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Agreement or the rights of the Parties or their counsel, and except in a proceeding by Volkswagen against its insurers. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements, or court proceedings shall be construed

as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, Plaintiffs, or the Class or as a waiver by the Released Parties, Plaintiffs or the Class of any applicable privileges, claims or defenses.

T. Plaintiffs expressly affirm that the allegations as to Volkswagen contained in the SACCAC were made in good faith, but consider it desirable for the Actions to be settled and dismissed as to Volkswagen because of the substantial benefits that the Settlement will provide to Class Members.

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

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

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

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

Y. This Agreement may be signed with a facsimile or e-mail signature and in counterparts, each of which shall constitute a duplicate original, all of which taken together shall constitute one and the same instrument.

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

On Behalf of Plaintiff Class:

BY:_____ Dated: 8/31/21

Peter Prieto
PODHURST ORSECK, P.A.
Suntrust International Center
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Miami, Florida 33131
Tel: (305) 358-2800
Email: pprieto@podhurst.com
Chair Lead Counsel

BY:_____ Dated:_____

David Boies
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55 Hudson Yards, 20th Floor
New York, NY 10001
Tel: (3212) 446-2300
Email: dboies@bsfllp.com
Co-Lead Counsel for the Economic Loss Track

BY:_____ Dated:_____

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

On Behalf of Plaintiff Class:

BY:_____ Dated:_____

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Chair Lead Counsel

BY: David Boies SJ Dated: 8/31/21

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BY:_____ Dated:_____

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BY:_____ Dated: August 31, 2021

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Deputy General Counsel, Product Liability & Regulatory
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BY:_____ Dated: August 31, 2021

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EXHIBIT 1 - List of Actions against Volkswagen Transferred to MDL 2599

Case No.	Volkswagen Plaintiff(s)	Filed In
3:17-cv-01527	Aaron Montigue	District of New Jersey
3:17-cv-01613	Eyal Bar	District of New Jersey
3:17-cv-01634	Pilsun Pai	District of New Jersey
3:17-cv-01646	Erin Taffera	District of New Jersey
3:17-cv-01658	James Pollara	District of New Jersey
3:17-cv-01729	David Davis	District of New Jersey
3:17-cv-01732	Leland Nutt	District of New Jersey
2:17-cv-00828	Todd Stefenack	Eastern District of Pennsylvania
2:17-cv-00859	Roy Mills	Eastern District of Pennsylvania
2:17-cv-00861	Richard Hallam	Eastern District of Pennsylvania
2:17-cv-00862	Luann Bishop-Smith	Eastern District of Pennsylvania
2:17-cv-01145	Towana Banks	Eastern District of Pennsylvania
2:17-cv-01163	Dita Memed	Eastern District of Pennsylvania
2:17-cv-01167	Theodore Bukowski	Eastern District of Pennsylvania
2:17-cv-01170	Lawrence Nesmith	Eastern District of Pennsylvania
2:17-cv-01171	Mark Anderson	Eastern District of Pennsylvania
2:17-cv-01172	Brian McKenna	Eastern District of Pennsylvania
2:17-cv-00860	Frank Hrkach	Eastern District of Pennsylvania
2:17-cv-01168	Kathleen A. Erb	Eastern District of Pennsylvania
2:17-cv-01169	Noemi Vega	Eastern District of Pennsylvania
5:17-cv-01058	Steven Pangle	Eastern District of Pennsylvania
2:17-cv-00175	Rodys Exposito	Western District of Pennsylvania
2:17-cv-0177	Edward L. Drake	Western District of Pennsylvania
2:17-cv-00178	Scott Cruttenden	Western District of Pennsylvania
2:17-cv-00179	Mark Yankello	Western District of Pennsylvania
2:17-cv-00181	Joyce White	Western District of Pennsylvania
2:17-cv-00233	Thomas Miller	Western District of Pennsylvania
2:17-cv-00344	Antonio Floro	Western District of Pennsylvania
5:17-cv-00623	Miguel A. Gloria	Central District of California
3:17-cv-02232	Frank Lupberger	District of New Jersey
3:17-cv-02233	Julie Fratrik	District of New Jersey
3:17-cv-02523	Joseph Patton	District of New Jersey
5:17-cv-01644	David Ball	Eastern District of Pennsylvania
5:17-cv-01645	Micahel Osborn	Eastern District of Pennsylvania
5:17-cv-06146	Kevin Chrusciel	Eastern District of Pennsylvania

Case No.	Volkswagen Plaintiff(s)	Filed In
2:17-cv-00434	William James	Western District of Pennsylvania
2:17-cv-02909	Srinivasa Ravindran	District of New Jersey
3:17-cv-02915	Sherry Zappola	District of New Jersey
3:17-cv-03275	Domenico Emiliani	District of New Jersey
2:17-cv-05620	Gary Flaxman	Central District of California
3:17-cv-03777	Barbara Christian	District of New Jersey
2:17-cv-04514	Carlos Alcantar, et al.	Central District of California
3:17-cv-01231	Fred D. Furman	Southern District of California
2:17-cv-04817	Gary Berkovich	Central District of California
2:17-cv-04861	Joshua Picker	Central District of California
2:17-cv-04876	David M. Cons	Central District of California
2:17-cv-04882	Katherine Miller	Central District of California
2:17-cv-04887	Nahid Ghasemi	Central District of California
2:17-cv-04971	Harry D. Steck	Central District of California
2:17-cv-04974	Natalie A. Jaeger	Central District of California
5:17-cv-01317	Penny Sue Parks, et al.	Central District of California
2:17-cv-00765	Richard McCleary	Western District of Pennsylvania
2:17-cv-05863	Brett Alters, et al.	District of New Jersey
3:17-cv-06818	Albert Rizk	District of New Jersey
2:17-cv-06702	Carrie Bryden	Central District of California
2:17-cv-04834	Carlee D. Laster, et al.	Central District of California
2:17-cv-04858	Christopher Gorgani	Central District of California
5:17-cv-01298	Behrad Aynehchi	Central District of California
8:17-cv-01131	Alexander Pensado	Central District of California
2:17-cv-07184	Alan Karpel, et al.	Central District of California
3:18-cv-00238	Gwen Jewell	Northern District of California
2:17-cv-02693	Jangbir S. Sangha	District of Kansas
1:18-cv-00284	Michael McBride, et al.	Eastern District of Virginia
1:14-cv-24009; 1:15-md-2599	Stephanie Puhalla, et al.	Southern District of Florida

EXHIBIT 2

Direct Mail Notice to Class Members

Front:

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

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

THIS IS NOT A VEHICLE RECALL NOTICE

Important Legal Notice from the United States District Court for the Southern District of Florida. This is a notice of a class action settlement, not a notice of a vehicle recall. If you have received a recall notice for your Volkswagen or Audi vehicle and have not yet had your Takata airbags repaired, you should do so as soon as possible. However, your vehicle may be recalled for repair at a later date (refer to NHTSA website www.nhtsa.gov/equipment/takata-recall-spotlight#for-consumers-overview for the list of recalled vehicles and recall service schedule). Please call the toll free number or access the website noted below if you have any questions. **When recalled Takata airbags deploy, they may, in very rare cases and under certain circumstances, spray metal debris toward vehicle occupants and may cause serious injury.**

Back:

Current and former owners and lessees of certain Volkswagen or Audi vehicles with a Takata airbag may be entitled to a payment from a class action settlement.

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

A $42 million Settlement has been reached in a class action lawsuit alleging that Volkswagen AG, Volkswagen Group of America, Inc., VW Credit, Inc., Audi AG, and Audi of America, LLC (collectively "Volkswagen") manufactured and sold vehicles that contained allegedly defective airbags made by Takata Corporation and its affiliates ("Takata"). Volkswagen denies the allegations in the lawsuit, and the Court has not decided who is right. The $42 million Settlement Amount, less a 20% credit for the Enhanced Rental Car/Loaner Program, will be funded over time and will be used for all relief and associated costs, as further discussed in the Settlement Agreement. **The purpose of this notice is to inform you of the class action and the proposed settlement so that you may decide what to do.**

Who's Included? Volkswagen's records indicate that you may be a Class Member. The Settlement offers potential payments and other benefits to current and former owners and lessees

of certain Volkswagen and Audi vehicles that have or had Takata airbags, which are, may or will be subject to a Recall ("Subject Vehicles"). A complete list of Subject Vehicles currently included in the Settlement is posted on the www.XXXXXXXXXXXXXX.com Settlement Website. This Settlement does not involve claims of personal injury.

What Are the Settlement Terms? The Settlement offers several benefits, including reimbursement of reasonable out-of-pocket expenses related to the Takata airbag recall, an Enhanced Rental Car/Loaner Program for owners or lessees of certain Subject Vehicles, an Outreach Program to maximize completion of the recall remedy, additional payments to Class Members from residual Settlement funds, if any remain, (generally two payments of up to $250 each), and a Customer Support Program to help with repairs associated with replacement airbag inflators. For further details about the Settlement, including the relief, eligibility, and release of claims, you can review the Settlement Agreement at the website, [website].

How Can I Get a Payment? You must file a claim to receive a payment during the first four years of the Settlement. If you still own or lease your Volkswagen or Audi vehicle, you must also bring it to an authorized dealership for the recall remedy, as directed by a recall notice, if you have not already done so. Visit the website and file a claim online or you can download one and file by mail. The deadline to file a claim will depend on the recall or repair date of your Subject Vehicle and will be at least one year from the date the Settlement is finalized. All deadlines will be posted on the website when they are known.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month DD, 202__.** If you do not exclude yourself, you will release any claims you may have against Volkswagen and the Released Parties and be eligible to receive certain settlement benefits, as more fully described in the Settlement Agreement, available at the Settlement Website. You may object to the Settlement by **Month DD, 202__**. You cannot both exclude yourself from, and object to, the Settlement. The Long Form Notice available on the website listed below explains how to exclude yourself or object. The Court will hold a hearing on **Month DD, 202__** to consider whether to finally approve the Settlement and a request for attorneys' fees of up to 30% of the Settlement Amount. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call or visit the website below.

1-8XX-XXX-XXXX **www.XXXXXXXXXXXX.com**

EXHIBIT 3

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

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

THIRD AMENDMENT TO THE COORDINATED REMEDY ORDER

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

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

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

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

I. NATURE OF THE MATTER AND FINDINGS.

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

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

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

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

[4] Exponent, Inc., Fraunhofer ICT, and Orbital ATK.

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

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

Additional Factual Background

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

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

[5] This number of inflators does not include like-for-like remedies.

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

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

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

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

[6] Honda, Mazda, and Subaru.

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

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

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

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

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

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

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

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

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

[11] Hereinafter, "Suppliers" shall collectively refer to Autoliv Americas, Daicel Safety Systems America, LLC, and ZF-TRW.

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

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

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

[12] Paragraph 30 of the November 2015 Consent Order provides that the NHTSA Administrator may issue final orders for the recall of Takata's desiccated PSAN inflators if no root cause has been determined by Takata or any other credible source, or if Takata has not otherwise shown the safety and/or service life of the parts by December 31, 2019.

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

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

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

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

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

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

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

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

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

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

[14] The three zones—A, B, and C—are defined in paragraph 7 of the Amended Consent Order.

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

Findings

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

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

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

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

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

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

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

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

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

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

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

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

Accordingly, it is hereby ORDERED by NHTSA as follows:

II. ADDITIONAL TERMS TO THE COORDINATED REMEDY ORDER.

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

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

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

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

[15] As to certain Fisker vehicles per the Memorandum of Understanding dated September 16, 2016.

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

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

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

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

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

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

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

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

[19] Zone A includes the original HAH area plus the addition of the expansion states of California and South Carolina.
[20] These parts are sometimes referred to as "interim parts".

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

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

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

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

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

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

Remedy Completion Maximization Efforts

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

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

obtaining for recalls outside the United States; and

b. a narrative statement discussing specific communications and marketing efforts the vehicle manufacturer has taken, is taking, or is considering or planning to take to improve and maximize recall completion rates including, but not limited to, data segmentation and specific motivational tools; and

c. a narrative statement discussing in detail efforts the vehicle manufacturer has taken, is taking, and is considering or planning to take, to prevent the sale of inflators and/or air bag modules covered by the Expanded Inflator Recalls, and vehicles equipped with the same, over the internet (i.e., through online marketplaces including, but not limited to, eBay, Amazon Marketplace, Facebook Marketplace, Alibaba, Craigslist, Hollander.com, and carparts.com). This discussion shall include the company name, contact name, email and telephone contact information for any online marketplace contacted, and any third-party company enlisted to assist in this work; and

d. a detailed narrative discussion of what efforts the vehicle manufacturer has taken, is taking, or is considering or planning to take, to monitor and remove inflators covered by the Expanded Inflator Recalls as the affected vehicles move through the used vehicle market and end-of-life market (i.e. vehicle auctions, franchised dealer lots, independent dealer lots, off-lease programs, scrapyards, etc.). This discussion shall include the company name, contact name, email and telephone contact information for contacts at any third-party company enlisted to assist in this work; and

e. discussion of any other efforts the vehicle manufacturer is considering or has

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

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

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

a. a detailed explanation of the effectiveness of efforts since the last reporting period and an update on the implementation status of the maximization plan presented; and

b. a discussion of additional efforts being considered and/or undertaken to increase completion rates and meet the deadlines set forth in the CRO and this Amendment; and

c. a detailed discussion of efforts to implement Monitor recommendations, including recommendations issued prior to this Amendment; and

d. a detailed update on efforts made, and metrics of success, relating to each of the issues and actions identified in paragraph 36 above; and

e. a statement and/or accounting of the impact of the vehicle manufacturer's

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

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

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

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

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

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

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

supply status and making any additional necessary requests.

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

41. Pursuant to 49 U.S.C. §§ 30120(a), 30120(c)(3), and 30166(e), each Affected Vehicle Manufacturer using, or planning to use, a desiccated PSAN Takata inflator as a final remedy shall work in coordination with Takata to develop and implement an appropriate surveillance and testing plan to ensure the safety of the desiccated PSAN inflator part as an adequate final remedy. Not more than 60 days following the issuance of this Amendment, each vehicle manufacturer affected by this paragraph shall submit, jointly with Takata, to NHTSA and the Monitor a written plan setting forth the testing plan. Such plan shall include parts recovery and testing for Takata desiccated PSAN inflators from the field when that vehicle manufacturer's fleet includes vehicles equipped with Takata desiccated PSAN inflators. Pursuant to paragraph 30 of the November 2015 Consent Order to Takata, these desiccated PSAN inflators remain subject to potential recall if Takata or another credible source has not proven the safety of the parts by December 31, 2019, and, as such, require further investigation by Takata and the relevant vehicle manufacturers, particularly when used as a final remedy part.

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

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

Potential Future Recalls

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

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

Record Keeping & Reports

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

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

a. ALL vehicles in the particular recall campaign are at least five years of age measured from their production dates; and

b. a vehicle has not been registered in any state or territory, or has held an expired registration, for at least three continuous years; and

c. at least one alternative, nationally recognized data source corroborates the vehicle is no longer in service. Examples of such data sources include: records from the National Motor Vehicle Title Information Service (NMVTIS); a license plate recognition data source; and a vehicle history report reflecting a lack of activity for at least three years (e.g., no repair or maintenance history, no transfer of title or purchase records, etc.). In utilizing this provision, a vehicle manufacturer shall not ignore information in its possession that indicates that the vehicle remains in service.

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

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

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

48. Vehicle manufacturers opting to use the "other" reporting category shall:

a. keep records to substantiate the determination to count any vehicle in the "other" category; and

b. in the initial notice, and with updates upon NHTSA's request, provide written documentation identifying to NHTSA an estimate of the financial resources saved utilizing this approach and explaining how those resources are reallocated to improve recall completion rates for the recalled vehicle population that remains in service; and

c. perform retroactive monitoring to identify any VIN reported as "other" but that was later serviced, for any reason, by a dealer. This recurring obligation shall be completed every quarter for which the vehicle manufacturer reports on the recall. Should the number of these VINs exceed five (5) percent of the total number of "other" reported VINs, the vehicle manufacturer must notify NHTSA and justify why the "other" category should remain available for use for that recall; and

d. maintain ALL VINs as active, or "live", in the VIN data systems such that any search for the VIN will reflect an open recall status on the NHTSA web tool, the manufacturer's web tool, and any and all dealer and other data networks with, and through which, the vehicle manufacturer communicates safety recall status information.

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

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

Miscellaneous

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

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

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

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

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

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

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

IT IS SO ORDERED:

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

Dated: DECEMBER _9_, 2016

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

Mark R. Rosekind, Ph.D.
Administrator

AMENDED ANNEX A[22]

Coordinated Remedy Program Priority Groups

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

[22] Corrected as of December 16, 2016.

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

[23] Where a vehicle make, model, model year appears in one Priority Group ("PG") and the "Zone" is listed as "(Non-A)", and the same vehicle make, model, and model year appears in a later PG as applicable to "Zone C", the "Non-A" zone refers to Zone B vehicles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PG	Model Years	Make	Model, Inflator Position & (Zone)
8	2006 - 2008	Subaru	Impreza PAB (C)
8	2009 - 2009	Subaru	Legacy PAB (B)
8	2009 - 2009	Subaru	Outback PAB (B)
8	2009 - 2009	Subaru	Tribeca PAB (B)
8	2006 - 2008	Subaru	Tribeca PAB (C)
8	2009 - 2009	Toyota	Corolla PAB (B)
8	2009 - 2009	Toyota	Matrix PAB (B)
8	2009 - 2009	Toyota	Yaris (Hatch Back) PAB (B)
8	2007 - 2008	Toyota	Yaris (Hatch Back) PAB (C)
8	2009 - 2009	Toyota	Yaris (Sedan) PAB (B)
8	2007 - 2008	Toyota	Yaris (Sedan) PAB (C)

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

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

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

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

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

PG	Model Years	Make	Model, Inflator Position & (Zone)
9	2010 - 2010	Toyota	Corolla PAB (B)
9	2009 - 2009	Toyota	Corolla PAB (C)
9	2013 - 2013	Toyota	Matrix PAB (A)
9	2010 - 2010	Toyota	Matrix PAB (B)
9	2009 - 2009	Toyota	Matrix PAB (C)
9	2013 - 2013	Toyota	Sienna PAB (A)
9	2010 - 2010	Toyota	Yaris (Hatch Back) PAB (B)
9	2009 - 2009	Toyota	Yaris (Hatch Back) PAB (C)
9	2010 - 2010	Toyota	Yaris (Sedan) PAB (B)
9	2009 - 2009	Toyota	Yaris (Sedan) PAB (C)

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

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

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

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

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

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

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

END OF ANNEX

EXHIBIT 4

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

IN RE: TAKATA AIRBAG PRODUCTS LIABILITY LITIGATION,

This Document Relates to:

ALL ECONOMIC LOSS ACTIONS AGAINST VOLKSWAGEN GROUP OF AMERICA, INC. AND AUDI OF AMERICA, LLC

[PROPOSED] FINAL JUDGMENT

IT IS on this _____ day of _____ 2021, HEREBY ADJUDGED AND DECREED PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 54(b) AND 58 AS FOLLOWS:

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

(2) For the reasons stated in the Court's Final Order Approving Class Action Settlement, judgment is entered in accordance with the Final Order Approving Class Action Settlement and Consumer Plaintiffs' class action economic loss claims asserted against Volkswagen Group of America and Audi of America, LLC in this Action are dismissed with prejudice, without costs to any party, except as otherwise provided in the Final Order Approving Class Action Settlement or in the Settlement Agreement.

DONE AND ORDERED in Chambers at Miami, Florida this ____ day of _____ 2021.

FEDERICO A. MORENO
UNITED STATES DISTRICT JUDGE

Copies furnished to:
Counsel of record

EXHIBIT 5

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

IN RE: TAKATA AIRBAG PRODUCTS LIABILITY LITIGATION,

This Document Relates to:

ALL ECONOMIC LOSS ACTIONS AGAINST VOLKSWAGEN GROUP OF AMERICA, INC. AND AUDI OF AMERICA, LLC

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

WHEREAS, the Court, having considered the Settlement Agreement filed _____, 2021 (the "Settlement Agreement") between and among Class Representatives, through Settlement Class Counsel, and Defendants Volkswagen Group of America, Inc. and Audi of America, LLC ("Volkswagen"),[1] the Court's _____, 2021 Order Granting Preliminary Approval of the Class Settlement, Directing Notice to the Class, and Scheduling Fairness Hearing (ECF No. ___) (the "Preliminary Approval Order"), having held a Fairness Hearing on _____, 2021, and having considered all of the submissions and arguments with respect to the Settlement Agreement, and otherwise being fully informed, and good cause appearing therefor (all capitalized terms as defined in the Settlement Agreement);

IT IS HEREBY ORDERED AS FOLLOWS:

[1] Plaintiffs' Amended Consolidated Class Action Complaint also named as defendants Volkswagen AG and Audi AG (collectively, the "German Entities"). In an Order dated June 20, 2019 (ECF No. 3406), this Court dismissed all claims against the German Entities for lack of personal jurisdiction pursuant to Federal Rule of Civil Procedure 12(b)(2). The German Entities are therefore no longer parties to these Actions, but are among the persons and entities released from liability pursuant to this Order. As used herein, the term "Released Parties" shall have the same definition as it does in the Settlement Agreement.

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

2. The Court has personal jurisdiction over Plaintiffs and Volkswagen, including all Class Members, and has subject matter jurisdiction over the Action, including jurisdiction to approve the Settlement Agreement, grant final certification of the Class, to settle and release all claims released in the Settlement Agreement, and to dismiss the economic loss claims asserted against Volkswagen and the Released Parties in the Actions with prejudice and enter final judgment with respect to Volkswagen and the Released Parties. Further, venue is proper in this Court.

I. THE SETTLEMENT CLASS

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

> (1) all persons or entities who or which owned and/or leased, on the date of the issuance of the Preliminary Approval Order, Subject Vehicles distributed for sale or lease in the United States or any of its territories or possessions; and (2) all persons or entities who or which formerly owned and/or leased Subject Vehicles distributed for sale or lease in the United States or any of its territories or possessions, and who or which sold or returned, pursuant to a lease, the Subject Vehicles after February 9, 2016, and through the date of the issuance of the Preliminary Approval Order. Excluded from this Class are: (a) Volkswagen, its officers, directors, employees and outside counsel; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers and directors; and

Volkswagen's Dealers and their officers, directors, and employees; (b) Settlement Class Counsel, Plaintiffs' counsel, and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case, any of the cases listed in Exhibit 1, or the 11th Circuit Court of Appeals; (d) Automotive Recyclers and their outside counsel and employees; and (e) persons or entities who or which timely and properly exclude themselves from the Class.

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

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

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

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

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

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

Court finds that the requirement of adequate representation of the Class has been fully met under FED. R. CIV. P. 23(a)(4).

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

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

6. The designated class representatives are as follows: Dave DeKing, Chloe Crater, Efrain Ferrer, Christine Palmer, Bladimir Busto, Jr., Jacqueline Carrillo, Silvia Gil, Steven Levin, George O'Connor, Stephanie Puhalla, Charles Sakolsky, Delola Nelson-Reynolds, Holly Stotler, Malia Moore, Linda Dean, Trevor MacLeod, Pattie Byrd, Maureen Dowds, Annette Montanaro, Desiree Jones-Lassiter, Angela Cook, Angela Dickie, Antonia Dowling, Latecia J. Jackson, Nikki Norvell, Chloe Wallace, Michael Farriss, and April Rockstead Barker. The Court finds that these Class Members have adequately represented the Class for purposes of entering into and implementing the Settlement Agreement. The Court appoints Peter Prieto of Podhurst Orseck, P.A. as Lead Settlement Class Counsel, and David Boies of Boies Schiller & Flexner L.L.P., Todd A. Smith of Smith Lacien LLP Roland Tellis of Baron & Budd, P.C., James E. Cecchi of Carella, Byrne, Cecchi, Olstein, Brody, & Agnello, P.C., and Elizabeth J. Cabraser of Lieff Cabraser Heimann & Bernstein, LLP as Settlement Class Counsel.

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

II. NOTICE AND OUTREACH TO CLASS MEMBERS, AND QUALIFIED SETTLEMENT FUND

8. The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. CIV. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

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

10. The Parties' Settlement includes an Outreach Program by which a Settlement Special Administrator will take additional actions to notify vehicle owners about the Takata Airbag Inflator Recalls and to promptly remedy those issues. This Outreach Program—which shall be subject to approval by Volkswagen—includes, but is not limited to: (a) direct contact of Class Members via U.S. mail, landline and cellular telephone calls, social media, email, texting, and

canvassing; (b) contact of Class Members by third parties (e.g., independent repair shops); and (c) multi-media campaigns, such as through print, television, radio, and internet. Because of the important public safety concerns involved with such a massive recall effort, the Court finds that it is in the public interest and that of the federal government to begin this Outreach Program as soon as practicable, if not already begun, and that calls and texts made under the Outreach Program are being made for emergency purposes as that phrase is used in 47 U.S.C. § 227(b)(1)(A). The Settlement Special Administrator and those working on his behalf shall serve as agents of the federal government for these purposes and shall be entitled to any rights and privileges afforded to government agents or contractors in carrying out their duties in this regard.

11. The Court finds that the Escrow Account is to be a "qualified settlement fund" as defined in Section 1.468B-1(c) of the Treasury Regulations in that it satisfies each of the following requirements:

(a) The Escrow Account is to be established pursuant to an Order of this Court and is subject to the continuing jurisdiction of this Court;

(b) The Escrow Account is to be established to resolve or satisfy one or more claims that have resulted or may result from an event that has occurred and that has given rise to at least one claim asserting liabilities; and

(c) The assets of the Escrow Account are to be segregated from other assets of Defendants, the transferor of the payment to the Settlement Fund and controlled by an Escrow Agreement.

12. Under the "relation back" rule provided under Section 1.468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that Volkswagen may elect to treat the Escrow Account as coming into existence as a "qualified settlement fund" on the latter of the date the Escrow Account meets the requirements of Paragraphs 11(b) and 11(c) of this Order, or January 1 of the calendar year in which all of the requirements of Paragraph 11 of this Order are met. If such a relation-back election is made, the assets held by the Settlement Fund on such date shall be treated as having been transferred to the Escrow Account on that date.

III. FINAL APPROVAL OF SETTLEMENT AGREEMENT

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

14. Pursuant to FED. R. CIV. P. 23(e), the Court hereby finally approves in all respects the Settlement as set forth in the Settlement Agreement and finds that the Settlement Agreement, and all other parts of the settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Class and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act, and any other applicable law. The Court hereby declares that the Settlement Agreement is binding on all Class Members, except those identified on Appendix B, and it is to be preclusive in the Action. The decisions of the Settlement Special Administrator relating to the review, processing, determination and payment of Claims submitted pursuant to the Settlement Agreement are final and not appealable.

15. The Court finds that the Settlement Agreement is fair, reasonable and adequate based on the following factors, among other things: (a) there is no fraud or collusion underlying the Settlement Agreement and the proposal was negotiated at arm's length; (b) the relief provided for the class is adequate, taking into account the complexity, expense, uncertainty and likely duration of litigation in the Action, the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims, the terms of the proposed award of attorney's fees, including timing of payment, and the absence of any other agreements required to be identified under Rule 23(e)(3); (c) the Settlement treats class members equitably relative to each other; (d) the class representatives and class counsel have adequately represented the class; and (e) any and all other applicable factors that favor final approval.

16. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Settlement Agreement. In addition, the Parties are

authorized to agree to and adopt such amendments and modifications to the Settlement Agreement as: (i) shall be consistent in all material respects with this Final Order Approving Class Action Settlement: and (ii) do not limit the rights of the Class.

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

IV. SETTLEMENT CLASS COUNSEL'S FEE APPLICATION AND INCENTIVE AWARDS TO CLASS REPRESENTATIVES

[To be completed after Class Counsel submits Fee Application and request for incentive awards to Class Representatives.]

V. DISMISSAL OF CLAIMS, RELEASE

18. All economic loss claims asserted against Volkswagen and the Released Parties in the Actions are hereby dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement.

19. Upon entry of this Final Order Approving Class Action Settlement and the Final Judgment, class representatives and each Class Member (except those listed on Appendix B), on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through or under them, including their executors, administrators, heirs, assigns, privies, predecessors and successors, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from the Claims and any and all other claims, demands, suits, petitions, liabilities, causes of action, rights, losses and damages and relief of any kind or type regarding the subject matter of the Actions, including, but not limited to, compensatory, exemplary, statutory, punitive, restitutionary, expert or attorneys' fees and costs, whether past, present, or future, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted,

and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, physical property damage to the Subject Vehicle, fraud or misrepresentation, common law, violations of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, violations of any state's Lemon Laws, the Racketeer Influenced and Corrupt Organizations Act, or the Magnuson-Moss Warranty Act, or any other source, or any claims under the Trade Regulation Rule Concerning the Preservation of Consumers' Claims and Defenses 16. C.F.R. § 433.2, or any claim of any kind, in law or in equity, arising from, related to, connected with, or in any way involving the Claims or the Actions, the Subject Vehicles' driver or passenger front airbag modules containing desiccated or non-desiccated Takata PSAN inflators, and any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, alleged, asserted or described in the *Alters* Complaint, the *McBride* Complaint, the Consolidated Class Action Complaint, the Amended Consolidated Class Action Complaint, the Second Amended Consolidated Class Action Complaint, the Actions or any amendments of the Actions.

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

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

22. Notwithstanding the Release set forth in the Settlement and this Order, Class Representatives and Class Members are not releasing and are expressly reserving all rights relating

to claims against Excluded Parties.

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

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

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

25. Therefore, except for those listed on Appendix B, all class representatives, Class Members and their representatives are hereby permanently barred and enjoined from, either directly, through their representatives, or in any other capacity instituting, commencing, filing, maintaining, continuing or prosecuting against any of the Released Parties any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action described. In addition, all class representatives, Class Members and all persons and entities in active concert or participation with Class Members are permanently barred and enjoined from organizing Class Members who have not been excluded from the Class into a separate class for purposes of pursuing, as a purported class action, any lawsuit against the Released Parties based on or relating to any claim of any kind, in law or in equity, arising from, related to, connected with, or in any way involving the Claims or the Actions, the Subject Vehicles' driver or passenger front airbag modules containing desiccated or non-desiccated Takata PSAN inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, alleged, asserted or described in the *Alters* Complaint, the *McBride* Complaint, the Consolidated Class Action

Complaint, the Amended Consolidated Class Action Complaint, the Second Amended Consolidated Class Action Complaint, the Actions or any amendments of the Actions, or any other facts and circumstances relating thereto or to the release in the Settlement Agreement. Pursuant to 28 U.S.C. §§1651 (a) and 2283, the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the settlement as set forth in the Settlement Agreement, and the Action.

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

VI. OTHER PROVISIONS

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

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

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

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

31. Neither this Final Order Approving Class Action Settlement nor the accompanying Final Judgment (nor any document related to the Settlement Agreement) is or shall be construed as an admission by the Parties. Neither the Settlement Agreement (or its exhibits), this Final Order Approving Class Action Settlement, the accompanying Final Judgment, or any document related to the Settlement Agreement shall be offered in any proceeding as evidence against any of the Parties of any fact or legal claim; provided, however, that Volkswagen and the Released Parties may file any and all such documents in support of any defense that the Settlement Agreement, this Final Order Approving Class Action Settlement, the accompanying Final Judgment and any other related document is binding on and shall have res judicata, collateral estoppel, and/or preclusive effect in any pending or future lawsuit by any person or entity who is subject to the release described above in Paragraph 19 asserting a released claim against any of the Released Parties.

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

DONE AND ORDERED in Chambers at Miami, Florida this ____ day of _____ 2021.

_____
FEDERICO A. MORENO
UNITED STATES DISTRICT JUDGE

Copies furnished to:
Counsel of record

EXHIBIT 6

Authorized by the U.S. District Court for the Southern District of Florida

If You Currently or Previously Owned, Purchased, or Leased Certain Volkswagen or Audi Vehicles, You Could Get a Cash Payment and Other Benefits from a Class Action Settlement.

THIS IS NOT A VEHICLE RECALL NOTICE. Your vehicle may not be recalled, or may be recalled at a later date. Please see www.nhtsa.gov/equipment/takata-recall-spotlight#for-consumers-overview for further details about whether your vehicle is recalled and, if so, what you should do.

Para ver este aviso en español, visita www.[website]

- There is a proposed settlement in a class action lawsuit involving automotive companies to whom Takata Corporation and its affiliates supplied certain airbag products. The settlement resolves certain claims against Volkswagen AG, Volkswagen Group of America, Inc., VW Credit, Inc., Audi AG, and Audi of America, LLC (collectively "Volkswagen"[1]) that were based on the inclusion of those Takata airbag products in certain Volkswagen and Audi vehicles. Those people included in the settlement have legal rights, options and deadlines by which they must exercise them.
- You are included if you own or owned, or lease or leased certain Volkswagen or Audi vehicles (which are listed in Question 3 below) as of certain dates specified below.
- The proposed settlement provides for several benefits, including, among other things, an Enhanced Rental Car/Loaner Program, Out-of-Pocket Claims Process, Customer Support Program, and Residual Distribution. There is also an Outreach Program which encourages Volkswagen and Audi customers to participate in a recall of Takata airbag inflators.

If you have received a separate recall notice for your Volkswagen or Audi vehicle and have not yet had your airbags replaced, you should do so as soon as possible.

Please read this Notice carefully. Your legal rights are affected, whether you act or do not act. You are encouraged to periodically check the website, **[website]**, because it will be updated with additional information.

[1] Capitalized terms have the definitions and meanings accorded to them in the Settlement Agreement.

A. BASIC INFORMATION

1. What is this Notice about?

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

Your legal rights may be affected even if you do not act.
Please read this Notice carefully.

YOUR RIGHTS AND CHOICES

YOU MAY:		*DATE/CLAIM PERIOD*
FILE A REGISTRATION / CLAIM FORM(S)	This is the only way that you can receive cash payments for which you may be eligible from the Out-of-Pocket Claims Process or the Residual Distribution, if any funds remain, prior to the Final Claim/Registration Deadline. There are different deadlines to file a claim depending on your situation. The column to the right explains those deadlines.	***(a) Class Members who, before [date of the issuance of the Preliminary Approval Order], sold or returned, pursuant to a lease, a Subject Vehicle prior to [date of the Preliminary Approval Order], will have one year from the Effective Date to submit a Registration/Claim Form.*** ***(b) Class Members who owned or leased a Subject Vehicle on [the date of the issuance of the Preliminary Approval Order] shall have one year from the Effective Date or one year from the date of the performance of the Recall Remedy on their Subject Vehicle, whichever is later, to submit a Registration/Claim Form, but no Registration/Claim Forms may be submitted after the Final Registration/Claim Deadline.*** ***The Effective Date and Final Registration/Claim Deadline, when known, will be posted on the Settlement website.***

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

OBTAIN OTHER SETTLEMENT BENEFITS	If you are a Class Member, you may also be eligible to participate in the Enhanced Rental Car/Loaner Program and/or receive benefits from the Customer Support Program. As part of the Enhanced Rental Car/Loaner Program, Volkswagen shall provide a rental/loaner vehicle to Class Members while they are waiting for the Recall Remedy to be performed on their Subject Vehicles. Volkswagen shall provide the Customer Support Program that will provide prospective coverage for repairs and adjustments for the Takata phase-stabilized ammonium nitrate or "PSAN" inflators replaced through the Recall Remedy. There is an Outreach Program that is designed to maximize completion of the Recall Remedy.	
OBJECT	Write to the Court about why you do not like the proposed settlement.	***[date]***
EXCLUDE YOURSELF	Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to any of the settlement benefits, but you keep your right to sue Volkswagen about the issues in your own lawsuit.	***[date]***
APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING	You are not required to enter an appearance in the lawsuit in order to participate in the proposed settlement, but you may enter an appearance on your own or through your own lawyer in addition to filing an objection if you do not opt out. You can also ask to speak in Court at the Fairness Hearing about the proposed settlement, if you have previously filed an objection and submitted a timely notice of intention to appear at the Fairness Hearing.	***[Appearance deadline - date]*** ***[Fairness Hearing date and time]***
DO NOTHING	You may not receive certain settlement benefits that you may otherwise be eligible for and you give up the right to sue Volkswagen about the issues in the lawsuit.	

2. What is the lawsuit about?

The lawsuit alleges that certain automotive companies, including Volkswagen, manufactured, distributed, or sold certain vehicles containing allegedly defective Takata airbag inflators manufactured by Takata Corporation and TK Holdings, Inc. that

allegedly could, upon deployment, rupture and expel debris or shrapnel into the occupant compartment and/or otherwise affect the airbag's deployment, and that the plaintiffs sustained economic losses as a result thereof.

The lawsuit claims violations of various state consumer protection statutes, among other claims. You can read the Second Amended Consolidated Class Action Complaint by visiting www**.[website]**. Volkswagen denies that it has violated any law, and denies that it engaged in any wrongdoing with respect to the manufacture, distribution, or sale of the Subject Vehicles. The parties agreed to resolve these matters before these issues were decided by the Court.

This settlement does not involve claims of personal injury or property damage to any property other than the Subject Vehicles.

On October 27, 2014, Craig Dunn, Pam Koehler, Zulmarie Rivera, Tru Value Auto Malls, LLC, David M. Jorgensen, Anna Marie Brechtell Flattmann, Robert Redfearn, Jr., Tasha R. Severio, Kenneth G. Decie, Gregory McCarthy, Nicole Peaslee, Karen Switkowski, Anthony D. Dark, Lemon Auto Sales, Inc., Nathan Bordewich, Kathleen Wilkinson, Haydee Masisni, and Nancy Barnett filed a class action complaint in *Craig Dunn, et al. v. Takata Corp., et al.*, No. 1:14-cv-24009 (S.D. Fla.), alleging, among other things, that certain automotive companies manufactured, distributed, or sold certain vehicles containing allegedly defective airbag inflators manufactured by Defendants Takata Corporation and TK Holdings, Inc. that allegedly could, upon deployment, rupture and expel debris or shrapnel into the occupant compartment and/or otherwise affect the airbag's deployment, and that the plaintiffs sustained economic losses as a result thereof.

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

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

Budd, P.C., James Cecchi of Carella, Byrne, Cecchi, Olstein, Brody & Agnello P.C., and Elizabeth Cabraser of Lieff Cabraser Heimann & Bernstein, LLP as Plaintiffs' Steering Committee members.

Certain Plaintiffs filed a complaint naming Volkswagen Group of America, Inc. as a Defendant on August 8, 2017. Other Plaintiffs filed another complaint naming Audi of America, LLC as a Defendant on March 14, 2018. On April 23, 2021, Plaintiffs filed a Second Amended Consolidated Class Action Complaint against Volkswagen Group of America, Inc. and Audi of America, LLC, which is the operative pleading for Plaintiffs' Claims at this time.

A detailed description of the legal proceedings, including motions to dismiss, is set forth in the Settlement Agreement, which is on the settlement website [www.-----].

On January 13, 2017, Defendant Takata Corporation signed a criminal plea agreement in which it admitted, among other things, that it "knowingly devised and participated in a scheme to obtain money and enrich Takata by, among other things, inducing the victim OEMs [Original Equipment Manufacturers] to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the OEMs through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the OEMs would not have otherwise purchased as they were." *United States v. Takata Corp.*, No. 2:16-cr-20810 GCS EAS, Dkt. No. 23 at B-6, B-7 (E.D. Mich. Feb. 27, 2017). On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of wire fraud before U.S. District Judge George Caram Steeh, as part of a settlement with the U.S. Department of Justice. *See id.* at 2-3.

Written discovery and extensive document productions have taken place (millions of pages of documents have been produced), Volkswagen has taken 17 depositions of class representatives and related individuals; and Plaintiffs have deposed at least 18 Takata witnesses and 5 Volkswagen witnesses.

3. What vehicles are included in the settlement?

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

Model Years	Make and Model
2009-2017	Volkswagen CC
2010-2016	Volkswagen Eos
2010-2014	Volkswagen Golf
2012-2015	Volkswagen Passat
2006-2008, 2010	Volkswagen Passat Sedan
2006-2008, 2010	Volkswagen Passat Wagon
2012-2019	VW Beetle
2012-2019	VW Beetle Convertible
2006-2013	Audi A3
2005-2008	Audi A4 Avant
2007-2009	Audi A4 Cabriolet
2005-2008	Audi A4 Sedan
2010-2012	Audi A5 Cabriolet
2006-2011	Audi A6 Avant
2005-2011	Audi A6 Sedan
2009-2012	Audi Q5
2017	Audi R8 Coupe
2017	Audi R8 Spyder
2008	Audi RS 4 Cabriolet
2007-2008	Audi RS 4 Sedan
2005-2008	Audi S4 Avant
2007-2009	Audi S4 Cabriolet
2005-2008	Audi S4 Sedan
2010-2012	Audi S5 Cabriolet
2007-2011	Audi S6 Sedan
2016-2017	Audi TT Coupe
2016-2017	Audi TT Roadster

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

4. Why is this a class action?

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

5. Why is there a settlement?

Both sides in the lawsuit agreed to a settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Class Members can get benefits, in exchange for releasing Volkswagen and the Released Parties from liability. The settlement does not mean that Volkswagen broke any laws or did anything wrong, and the Court did not decide which side was right. This settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class representatives/named plaintiffs and the lawyers representing them (called "Settlement Class Counsel") believe that the settlement is in the best interests of all Class Members.

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

B. WHO IS IN THE SETTLEMENT?

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

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

You are part of the settlement if you are:

(1) a person or entity who or which owned and/or leased a Subject Vehicle distributed for sale or lease in the United States or any of its territories or possessions, as of the date of the issuance of the Preliminary Approval Order, or

(2) a person or entity who or which formerly owned and/or leased a Subject Vehicle distributed for sale or lease in the United States or any of its territories or possessions, and who or which sold or returned, pursuant to a lease, a Subject Vehicle after February

9, 2016 through the date of the issuance of the Preliminary Approval Order.

This is called the "Class." Excluded from this Class are: (a) Volkswagen, its officers, directors, and employees and outside counsel; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; and Volkswagen's Dealers and their officers and directors; (b) Settlement Class Counsel, Plaintiffs' counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case, any of the cases listed on Exhibit 1 to the Settlement Agreement, or the 11th Circuit Court of Appeals; (d) Automotive Recyclers and their outside counsel and employees; and (e) persons or entities who or which timely and properly exclude themselves from the Class.

7. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included in the Class, you may call **[toll free number of Settlement Notice Administrator]**. Please do not contact Volkswagen or Audi Dealers regarding the details of this settlement while it is pending before the Court as the Court has ordered that all questions be directed to the Settlement Notice Administrator.

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

8. What does the settlement provide?

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

The proposed settlement benefits include, among other components, (i) Enhanced Rental/Car Loaner Program, (ii) Out-of-Pocket Claims Process, (iii) Customer Support Program, and (iv) Residual Distribution, if funds remain.

We do not know when the Court will finally approve the settlement, if it does so, or whether there will be any appeals that would have to be resolved in favor of the settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check **[settlement website]** regularly for updates regarding the settlement.

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

a. How will Volkswagen fund the settlement and all of its components?

As part of this settlement, Volkswagen agrees to pay a total of $42,000,000.00 less the 20% Enhanced Rental Car/Loaner Program Credit (explained in Question 8(b), below), into a Qualified Settlement Fund ("QSF"). The settlement amount is to be used to fund the settlement programs, excluding the Customer Support Program, and to make all other payments, including, but not limited to, notice, administrative, tax preparation, escrow fees and costs and other expenses related to the settlement. The settlement fund will also be used to pay attorneys' fees and costs and incentive awards to class representatives, if any, as awarded by the Court.

Initial Payment: Volkswagen will make the first payment into the QSF not later than 30 calendar days after the Court issues the Preliminary Approval Order (the "Initial Payment"). The Initial Payment shall include:

i. $5,040,000 (12% of the total Settlement Amount), which is intended to be sufficient to pay for the first 12 months of the Outreach Program, and the first 12 months of the Settlement Special Administrator's costs and administrative costs.

Second Payment: Volkswagen will pay into the QSF the amount sufficient to pay for notice costs, as directed by the Settlement Special Administrator, not later than 21 days after receipt of such direction from the Settlement Special Administrator.

Third Payment: Not later than 14 calendar days after the Court issues the Final Order, Volkswagen will deposit into the QSF the amount of attorneys' fees and expenses awarded by the Court.

Year One Payment: Volkswagen will deposit into the QSF, not later than 14 calendar days after the Effective Date, 30% of the amount remaining of the $42,000,000, after subtracting the Initial Payment, the Second Payment, and the Third Payment, and further reduced by the applicable portion of the 20% Enhanced Rental Car/Loaner Program Credit.

Year Two Payment: Volkswagen will deposit into the QSF, not later than one year after the Effective Date, 30% of the amount remaining of the $42,000,000, after subtracting the Initial Payment, the Second Payment, and the Third Payment, and further reduced by the applicable portion of the 20% Enhanced Rental Car/Loaner Program Credit.

Year Three Payment: Volkswagen will deposit into the QSF, not later than two years after the Effective Date, 20% of the amount remaining of the $42,000,000, after subtracting the Initial Payment, the Second Payment, and the Third Payment, and further reduced by the applicable portion of the 20% Enhanced Rental Car/Loaner Program Credit.

Year Four Payment: Volkswagen will deposit into the QSF, not later than three years after the Effective Date, the full amount remaining of the $42,000,000, after subtracting

the amounts above and further reduced by the applicable portion of the 20% Enhanced Rental Car/Loaner Program Credit.

b. Enhanced Rental Car/ Loaner Program

To address the potential inconvenience of waiting at a Volkswagen or Audi Dealer for Recall Repairs to be performed and to address the claimed anxiety, emotional distress or fear of driving a Subject Vehicle with an unrepaired recalled Takata inflator expressed by some owners and lessees, Volkswagen will adopt and implement a policy to provide a loaner/rental car free of charge to owners and lessees who request a vehicle, under the terms of the Enhanced Rental Car/Loaner Program.

Under the Enhanced Rental Car/Loaner Program, Volkswagen will provide a rental/loaner vehicle to every owner or lessee who (i) brings a Subject Vehicle that has been recalled (*i.e.*, there is an open and active NHTSA recall campaign covering the Subject Vehicle's inflators) to a Volkswagen or Audi Dealer for completion of the Recall Remedy and (ii) requests a rental/loaner vehicle while awaiting the Recall Remedy, while the Recall Remedy is in progress, or if there is a delay in performing the Recall Remedy on the recalled Subject Vehicle. The owner or lessee shall provide adequate proof of insurance, and if a rental car (as opposed to a loaner) is provided, the owner or lessee must meet the applicable rental car company's guidelines. The rental/loaner vehicle shall be made available until a Recall Remedy is performed on the Subject Vehicle, at which time the rental/loaner vehicle must be promptly returned to the provider of the rental/loaner vehicle in the same condition (excepting ordinary wear and tear) as received. Absent extenuating circumstances, the rental/loaner vehicle shall be returned when the Recall Remedy is completed. But in no event shall Volkswagen's obligation to pay rental costs or provide a loaner under this paragraph persist for more than 7 days after notification that the Recall Remedy has been performed on the Subject Vehicle.

Volkswagen will institute the Enhanced Rental Car/Loaner Program no later than 30 calendar days following the date of the issuance of the Preliminary Approval Order.

Volkswagen shall receive a credit of 20% ($8,400,000) of the overall Settlement Fund for providing the Enhanced Rental Car/Loaner Program. This credit shall be: (a) automatically applied at the beginning of the settlement program year for the Year

One Payment, Year Two Payment, Year Three Payment and Year Four Payment; and (b) divided into four equal amounts for these yearly payments. Every six months following the initiation of the Enhanced Rental Car/Loaner Program, Volkswagen shall certify to the Settlement Special Administrator that Volkswagen is complying with the Enhanced Rental Car/Loaner Program. The Settlement Special Administrator shall have the right to audit and confirm such compliance.

c. Out-of-Pocket Claims Process

If the settlement is finally approved, including resolving any appeals in favor of upholding the settlement, you can ask to be reimbursed for certain reasonable out-of-pocket expenses related to the Takata Airbag Inflator Recalls. To be eligible for reimbursement, you must submit a timely and fully completed Registration/Claim Form. The Registration/Claim Form is attached to this Notice and is also available on the settlement website ***[website]***. In no event shall a Class Member be entitled to more than one reimbursement payment per Recall Remedy performed on each Subject Vehicle they own(ed) or lease(d).

The Settlement Special Administrator will oversee the administration of the Out-of-Pocket Claims Process, including, but not limited to, the determination of types of reimbursable costs and the eligibility of claims for reimbursement. The types of eligible reimbursable costs are listed in the Registration/Claim Form, which also contains a statement that the Settlement Special Administrator may approve and pay for other reimbursable claims that the Settlement Special Administrator deems to be a reasonable out-of-pocket expense.

Reimbursable out-of-Pocket expenses: Volkswagen and Plaintiffs, through their respective counsel, will make recommendations to the Settlement Special Administrator on what types of reasonable out-of-pocket expenses are reimbursable. Based on these recommendations, the Settlement Special Administrator shall consider those recommendations and develop a claim review protocol that will allow for reimbursement from the Settlement Fund to eligible Class Members for reasonable out-of-pocket expenses related to the Takata Airbag Inflator Recalls. The Parties agree that the following preliminary list of types of reasonable expenses may be reimbursed:

(i) reasonable unreimbursed rental car and transportation expenses, after requesting and while awaiting the Recall Remedy from a Volkswagen or

Audi Dealer;

(ii) reasonable towing charges to a Volkswagen or Audi Dealer for completion of the Recall Remedy;

(iii) reasonable childcare expenses necessarily incurred while the Recall Remedy is being performed on the Subject Vehicle by a Volkswagen or Audi Dealer;

(iv) reasonable unreimbursed out-of-pocket costs associated with repairing driver or passenger front airbags containing Takata PSAN inflators;

(v) reasonable lost wages resulting from lost time from work directly associated with the drop off and/or pickup of a Subject Vehicle at a Volkswagen or Audi Dealer for performance of the Recall Remedy; and

(vi) reasonable fees incurred for storage of a Subject Vehicle after requesting and while awaiting a Recall Remedy part.

The Parties recognize that there may be additional categories of out-of-pocket expenses that may be reimbursed, as determined by the Settlement Special Administrator. The Settlement Special Administrator may not use any funds from the Out-of-Pocket Claims Process for payments to Class Members due to property damage, including vehicle damage, or personal injury allegedly from the deployment or non-deployment of a Takata airbag.

Timing for and review of out-of-pocket claims to be reimbursed: Pursuant to the Settlement Special Administrator's Claims Review Protocol, Class Members who have submitted timely and fully completed Registration/Claim Forms and: (a) are determined to be eligible to receive reimbursement for reasonable out-of-pocket expenses, shall be reimbursed for these reasonable out-of-pocket expenses; or (b) have been either determined not to be eligible to receive reimbursement for claimed out-of-pocket expenses or only registered for a residual payment, shall be placed into a group of Class Members that may be eligible to receive funds from the Residual Distribution, if any, subject to certain conditions.

The first set of reimbursements to eligible Class Members who have completed and filed a claim form shall be made on a rolling basis by the Settlement Special Administrator no later than 180 days after the Effective Date. Reimbursements for following years shall be made on a rolling basis as claims are submitted and approved.

For the reimbursements that occur in years one through three, reimbursements shall be made on a first-in-first-out basis until the Settlement Fund is depleted for that year. If there are no more funds to reimburse eligible Class Members in that particular year, then those Class Members will be moved to subsequent years for reimbursement.

For reimbursements to eligible Class Members that are to occur in year four and until the Final Registration/Claim Deadline, out-of-pocket payments shall be made for the amount approved by the Settlement Special Administrator, unless the approved reimbursements to eligible Class Members exceed the amount available. If this event occurs, then reimbursements shall be made on a *pro rata* basis until the available amount is exhausted.

Submitting more than one claim for out-of-pocket expenses: Class Members may submit one claim for out-of-pocket expenses attributable to each Recall Remedy performed on each Subject Vehicle they own(ed) or lease(d). For example, a Class Member with two Subject Vehicles may submit two claims, one for each vehicle, but the claims for the unreimbursed expenses can not be duplicative.

Finality of decision: The Settlement Special Administrator's decisions regarding claims for reimbursement of out-of-pocket expenses submitted by Class Members shall be final and not appealable.

d. Residual Distribution

The settlement program will be implemented over at least four years. Any funds that remain at the end of each of the first four settlement program years, after all Outreach Program and out-of-pocket expense payments for that year have been made, shall be distributed to each Class Member who (a) submitted claims in that year or prior program years that were previously rejected; or (b) sought to register for a residual payment only. Subject to certain exceptions discussed below, no Class Member eligible for a Residual Distribution payment shall receive a payment(s) totaling more than $250 from the Residual Distribution for the first four settlement program years. Subject to certain exceptions discussed below, any funds remaining after payment of the maximum residual payment to all Class Members in any given year shall be rolled over into the following year's settlement program.

Unless it is administratively unfeasible, any funds that remain at the end of the last settlement program year after the Residual Distribution, if any, is made, shall be distributed on a *per capita* basis to Class Members who: (a) submitted claims in this or prior program years that were previously paid; (b) submitted claims in this or prior program years that were previously rejected and have not received any prior claims payments under this settlement program; or (c) sought to register for a residual payment only. No Class Member shall receive a payment of more than $250 from this residual payment from this last settlement program year.

Any funds remaining in the Settlement Fund after making the payments described above shall be distributed to all Class Members on a *per capita* basis, unless it is administratively unfeasible, in which case such funds shall be distributed *cy pres*, subject to the agreement of the Parties, through their respective counsel, and Court approval.

Notwithstanding the above, after the Final Registration/Claim Deadline, the Parties and the Settlement Special Administrator may agree to spend any funds remaining in the QSF on continued Outreach Program activities rather than on a final Residual Distribution or *cy pres* payment as described above to fulfill the purposes of the Settlement Agreement.

Any Class Member who submits a claim that the Settlement Special Administrator determines is fraudulent shall not receive any payment from the Settlement Fund.

e. Customer Support Program

If the Court issues an order finally approving the settlement, as part of the compensation Volkswagen is paying in exchange for a release of claims against it in the Action, Volkswagen shall provide Class Members a Customer Support Program.

Customer Support Program benefits: The Customer Support Program will provide prospective coverage for repairs and adjustments (including parts and labor) needed to correct damaged and/or defective materials, if any, and defective workmanship, if any, of replacement driver or passenger inflators installed pursuant to the Takata Airbag Recall in the Subject Vehicles. This benefit will be automatically transferred and will remain with the Subject Vehicle regardless of ownership. The normal deployment of a replacement airbag inflator shall terminate this benefit as to a Subject Vehicle. To

permit Volkswagen to coordinate with Volkswagen and Audi Dealers to provide benefits pursuant to the Customer Support Program under the Agreement, eligible Class Members may begin seeking such benefits no earlier than 30 days from the date of the Court's issuance of the Final Order. Nothing in the previous sentence shall affect the calculation of periods of time for which Volkswagen will provide coverage under the Customer Support Program.

The Customer Support Program shall not give Class Members a right to demand that Volkswagen recall unrecalled inflators or a claim against Volkswagen for breach of warranty for failure to recall inflators based on their use of PSAN as a propellant.

Customer Support Program timeline and duration: If the Subject Vehicle has been recalled and the Recall Remedy has been completed as of the date of the issuance of the Court's Preliminary Approval Order, then the Customer Support Program will last for 10 years measured from the date the Recall Remedy was performed on the Subject Vehicle, or 150,000 miles measured from the date the Subject Vehicle was originally sold or leased by a Volkswagen or Audi Dealer ("Date of First Use"), whichever comes first. However, each eligible vehicle will receive coverage for at least 75,000 miles measured from the date the Recall Remedy was performed on the Subject Vehicle or two years measured from the date of the issuance of the Court's Preliminary Approval Order, whichever is later.

If the Subject Vehicle has been or will be recalled and the Recall Remedy has not been completed as of the date of the issuance of the Court's Preliminary Approval Order, then the Customer Support Program will last for (a) 10 years from the Date of First Use or if the Recall Remedy is subsequently performed on the Subject Vehicle, the date the Recall Remedy is performed, or (b) 150,000 miles measured from the Date of First Use, whichever comes first. However, each eligible vehicle will receive coverage for at least 75,000 miles measured from the date the Recall Remedy was performed on the Subject Vehicle, or two years of coverage measured from the date of the issuance of the Court's Preliminary Approval Order (or from the date the Recall Remedy is subsequently performed on the applicable Subject Vehicle, if it is), whichever is later.

Ineligible vehicles: Inoperable vehicles and vehicles with a salvaged, rebuilt or flood-damaged title are not eligible for the Customer Support Program.

f. When will I get paid for a submitted claim for reimbursement

for out-of-pocket expenses or from the residual distribution?

The Settlement Special Administrator will use its best efforts to pay your Claim in a timely manner. The first set of reimbursements to eligible Class Members who have completed and filed a Registration/Claim form shall be made on a rolling basis by the Settlement Special Administrator no later than 180 days after the Effective Date. Reimbursements for following years shall be made on a rolling basis as claims are submitted and approved in subsequent years.

For the reimbursements that occur in years one through three, reimbursements shall be made on a first-in-first-out basis until the Settlement Fund is depleted for that year. If there are no more funds to reimburse eligible Class Members in that particular year, then those Class Members will be moved to subsequent years for reimbursement.

For reimbursements to eligible Class Members that are to occur in year four and until the Final Registration/Claim Deadline, out-of-pocket payments shall be made for the amount approved by the Settlement Special Administrator, unless the approved reimbursements to eligible Class Members exceeds the amount available. If this event occurs, then reimbursements shall be made on a *pro rata* basis until the available amount is exhausted.

Deadline to Submit Registration/Claim Form: In order to receive reimbursement for a Claim, eligible Class Members must complete and submit the Registration/Claim Form during the Claim Period. Class Members who, before [the date of the issuance of the Preliminary Approval Order], sold or returned, pursuant to a lease, a Subject Vehicle, will have one year from the Effective Date to submit a Registration/Claim Form. Class Members who owned or leased a Subject Vehicle on the [date of the issuance of the Preliminary Approval Order] will have one year from the Effective Date or one year from the date of the performance of the Recall Remedy on their Subject Vehicle, whichever is later, to submit a Registration/Claim Form, but no Registration/Claim Forms may be submitted after the Final Registration/Claim Deadline.

Obtaining, Completing and Submitting the Registration/Claim Form: You can complete and submit a Registration/Claim Form online at www.[website]. Alternatively, hard copy Registration/Claim Forms can be requested from the Settlement Special Administrator or from the Settlement Notice Administrator. You can also obtain a Registration/Claim Form from the settlement website, print it out, complete it, and timely mail it to the Settlement Notice Administrator at **[contact and**

address].

g. Outreach Program

The Settlement Special Administrator shall oversee and administer the Outreach Program with the goal of maximizing, to the extent practicable, completion of the Recall Remedy in Subject Vehicles for the Takata Airbag Inflator Recalls. The Parties will recommend various programs to the Settlement Special Administrator that are intended to effectuate these goals. In order to effectuate these goals, the Outreach Program shall be designed to significantly increase Recall Remedy completion rates via traditional and non-traditional outreach efforts, including by expanding those currently being used by Volkswagen and conducted in connection with NHTSA's November 3, 2015 Coordinated Remedy Order and amendments thereto (the "Coordinated Remedy Order"). The budget for the Outreach Program is not to exceed 33% of the Settlement Amount, but the budget of the Outreach Program may be adjusted subject to the agreement of the Parties, through their respective counsel. The Parties, in consultation with the Settlement Special Administrator, will meet at least once a year to consider whether the above-referenced presumptive budget for the Outreach Program should be increased or decreased, and whether any money in the QSF should be set aside to finance the Outreach Program or the Out-of-Pocket Claims Process in future years. The Settlement Special Administrator shall engage certain consultants and staff, as agreed to by the Parties, through their respective counsel, to assist in the design, effectuation and implementation of the Outreach Program. The Settlement Special Administrator shall exercise his discretion to make reasonable efforts to confer with NHTSA, the Independent Monitor for Takata, and State Attorneys General, and consider compliance with the Coordinated Remedy Program before finalizing the Outreach Program. In addition, the Settlement Special Administrator and the Parties may confer directly with NHTSA, the Independent Monitor for Takata, and other parties, including State Attorneys General, to solicit input and seek collaboration in efforts to increase recall rates. Volkswagen shall be included in or notified of all communications between the Settlement Special Administrator and NHTSA, the Independent Monitor for Takata, State Attorneys General, or other regulatory bodies that specifically pertain to Volkswagen's recall completion. Updates to the Outreach Program will be posted on the Settlement website.

The Outreach Program for the Takata Airbag Inflator Recalls—which shall be subject

to approval by Volkswagen—may include, but is not limited to, the following agreed-upon components: (a) direct contact of Class Members via U.S. Mail, telephone, social media, e-mail, texting, and canvassing; (b) contact of Class Members by third parties (e.g., independent repair shops); and (c) multi-media campaigns, such as through print, television, radio, and the internet. The Outreach Program may also include towing Subject Vehicles to Volkswagen or Audi Dealerss for completion of the Recall Remedy and the delivery of Subject Vehicles to Class Members following completion of the Recall Remedy, the completion of the Recall Remedy by Volkswagen or Audi Dealers or other authorized entities at locations other than Volkswagen or Audi Dealers via mobile units capable of performing the Recall Remedy, incentives for Class Members to bring their Subject Vehicles to Volkswagen or Audi Dealers for the completion of the Recall Remedy, incentives for dealers to perform the Recall Remedy, incentives for independent repair shops to refer Class Members to Volkswagen or Audi Dealers to perform the Recall Remedy, and the use of data appending resources to identify Subject Vehicles that have not obtained the Recall Remedy.

The Settlement Special Administrator shall work in good faith with the consultants and the Parties, through their respective counsel, on the Outreach Program, including, but not limited to, the programs, timing, necessary outreach messages, amounts, and support. The Settlement Special Administrator shall correspond and coordinate the Outreach Program with Volkswagen to ensure to the extent practicable that the outreach is consistent with Recall Remedy parts and service availability.

Once the Parties have provided their recommendations, the Settlement Special Administrator will then make a final, binding determination regarding the details and scope of the Outreach Program. The Settlement Special Administrator will periodically report to the Court and the Parties, through their respective counsel, the results of the implementation of the Outreach Program.

If the Effective Date does not occur during the first 12 months of the Outreach Program, the Parties, through their respective counsel, shall discuss continuing and funding the Outreach Program until the Effective Date. The Outreach Program is intended to be a program that will adjust and change its methods of outreach as is required to achieve its goal of maximizing completion of the Recall Remedy. It is not intended to be a static program with components that are fixed for the entire settlement period.

Volkswagen may propose to continue the Outreach Program beyond 12 months following the Year Four Payment if it finds it necessary to maximize recall rates among the population of Subject Vehicles that will, or may be, recalled. If Settlement Class

Counsel do not agree to continue the Outreach Program beyond 12 months following the Year Four Payment, the Parties may each submit a recommendation to the Settlement Special Administrator. The Settlement Special Administrator will then make a final, binding determination. If the Outreach Program is continued beyond 12 months following the Year Four Payment, a portion of Volkswagen's QSF may be set aside to pay for Outreach Program costs for the extended period.

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

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

D. EXCLUDING YOURSELF FROM THE SETTLEMENT

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

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

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

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

Unless you exclude yourself, you give up the right to sue the Released Parties for the

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

12. How do I get out of the settlement?

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

The letter must be signed by you or the entity seeking to be excluded from the Class and include the following information: (i) your full name, telephone number, and address; (ii) a statement affirming you are a member of the Class and providing your Subject Vehicle's Model, Model Year, and Vehicle Identification Number ("VIN"); (iii) an explicit and unambiguous statement that you wish to be excluded from the Volkswagen Settlement in the *In re Takata Airbag Products Liability Litigation, 15-md-02599-FAM*, and (iv) be individually and personally signed by you (and your counsel if you are represented by counsel). You cannot ask to be excluded over the phone or at the settlement website. To be valid and timely, opt-out requests must be postmarked on or before [**date**], the last day of the Opt-Out Period (the "Opt-Out Deadline"). You **must** mail your request for exclusion postmarked no later than **[date]** to:

[contact and address]

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

E. THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called "Settlement Class Counsel": Peter Prieto of Podhurst Orseck, P.A., is Chair Lead Counsel, and David Boies of Boies Schiller & Flexner LLP

and Todd A. Smith of Smith Lacien LLP are Co-Lead Counsel for the economic damages track. Roland Tellis of Baron & Budd P.C., James Cecchi of Carella, Byrne, Cecchi, Olstein, Brody & Agnello P.C., and Elizabeth Cabraser of Lieff Cabraser Heimann & Bernstein, LLP are the Plaintiffs' Steering Committee members. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense. Their contact information is as follows:

Peter Prieto
PODHURST ORSECK, P.A.
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Plaintiffs' Steering Committee

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Plaintiffs' Steering Committee

Elizabeth J. Cabraser
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San Francisco, CA 94111
Tel: (415) 956-1000
Email: ecabraser@lchb.com
URL: www.lieffcabraser.com

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

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

The Parties did not begin to negotiate Attorneys' Fees and Expenses until after agreeing to the principal terms set forth in this Settlement Agreement. Settlement Class Counsel agrees to file, and Volkswagen agrees not to oppose, an application for an award of Attorneys' Fees and Expenses of not more than 30% of the Settlement Amount. The Court will determine the amount of Attorneys' Fees and Expenses to be awarded. This award, which shall be paid from the Settlement Fund, shall be the sole compensation paid by Volkswagen for all plaintiffs' counsel in the Actions.

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

Settlement Class Counsel may petition the Court for incentive awards of up to $5,000 per Plaintiff. The purpose of such awards shall be to compensate the Plaintiffs for efforts undertaken by them on behalf of the Class. Any incentive awards made by the Court shall be paid from the Settlement Fund within 30 days of the date the Court grants Settlement Class Counsel's petition for fees, if it does so.

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

F. OBJECTING TO THE SETTLEMENT

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

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

If you are a Class Member, and you do not exclude yourself from the Class, you can object to the settlement if you do not like some part of it or all of it. You can give reasons why you think the Court should not approve it. To object, you must deliver to

Settlement Class Counsel and to Volkswagen's Counsel (see addresses below), and file with the Court, on or before a date ordered by the Court in the Preliminary Approval Order a written statement of your objections.

The written objection of any Class Member must include:

a) a heading which refers to the *Takata* MDL and an indication that the objection is to the Volkswagen Settlement;
b) the objector's full name, telephone number, and address (the objector's actual residential address must be included);
c) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN(s) of the objector's Subject Vehicle(s);
d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
f) if represented by counsel, the full name, telephone number, and address of all counsel, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
g) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
h) any and all agreements that relate to the objection or the process of objecting – whether written or verbal – between objector or objector's counsel and any other person or entity;
i) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;
j) the identity of all counsel representing the objector who will appear at the Fairness Hearing;
k) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and

l) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient).

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

The objection must be received by Settlement Class Counsel and Volkswagen's Counsel no later than [**date]**. To have your objection considered by the Court, you also must file the objection with the Clerk of Court (identified below) so that it is received and filed no later than [**date]**.

Objections must be mailed to:

Clerk of the Court	Settlement Class Counsel	Volkswagen's Counsel
Wilkie D. Ferguson, Jr. U.S. Courthouse 400 North Miami Avenue Miami, FL 33128	Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3rd Ave, Suite 2300 Miami, FL 33131	Robert J. Giuffra Jr. SULLIVAN & CROMWELL LLP 125 Broad Street New York, NY 10004

16. What is the difference between objecting and excluding?

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

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

G. THE COURT'S FAIRNESS HEARING

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

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

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

18. Do I have to come to the hearing?

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

19. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear in *In Re: Takata Airbag Products Liability Litigation (Economic Loss Actions)*, No. 1:15-md-2599-FAM" to Settlement Class Counsel and Volkswagen's Counsel identified above (see Question 15) so that they receive it no later than [**date**]. You must also file such a Notice with the Clerk of Court so that it is received and filed no later than **[date].** You must include your name, address, telephone number, the year, make and model and VIN number of your vehicle, and your signature. Anyone who has requested

permission to speak must be present at the start of the Fairness Hearing at **[__ a/p.m.] on [date]**. You cannot speak at the hearing if you excluded yourself from the Class.

H. GETTING MORE INFORMATION

20. How do I get more information?

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

21. When will the settlement be final?

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

Appendix A

Section VII from the Settlement Agreement – Release and Waiver

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

B. In consideration for the relief provided above, Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through or under them, including their executors, administrators, heirs, assigns, privies, predecessors and successors, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties[2] from the Claims and any and all other claims, demands, suits, petitions, liabilities, causes of action, rights, losses and damages and relief of any kind or type regarding the subject matter of the Actions, including, but not limited to, compensatory, exemplary, statutory, punitive, restitutionary, expert or attorneys' fees and costs, whether past, present, or future, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, physical property damage to the Subject Vehicle, fraud or misrepresentation, common law, violations of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, violations of any state's Lemon Laws, the Racketeer Influenced and Corrupt Organizations Act, or the Magnuson-Moss Warranty Act, or any other source, or any claims under the Trade Regulation Rule Concerning the Preservation of Consumers' Claims and Defenses 16. C.F.R. § 433.2, or any claim of any kind, in law or in equity, arising from, related to, connected with, or in any way involving the Claims or the Actions, the Subject Vehicles' driver or passenger front airbag modules containing desiccated or non-desiccated Takata PSAN inflators, and any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, alleged, asserted or described in the *Alters* Complaint, the *McBride* Complaint, the Consolidated Class Action Complaint, the Amended Consolidated Class Action Complaint, the Second Amended Consolidated Class Action Complaint, the Actions or any amendments of the Actions.

C. If a Class Member who does not opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding

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[2] "Released Parties" or "Released Party" means Volkswagen, and each of its past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, including Volkswagen AG, Audi AG, Volkswagen Group of America Chattanooga Operations, LLC, VW Credit, Inc., Volkswagen de México S.A. de C.V., the Volkswagen Dealers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and subdistributors, repairers, agents, attorneys, insurers, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein. Notwithstanding the foregoing, "Released Parties" does not include the Excluded Parties.

shall be dismissed with prejudice at that Class Member's cost.

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

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

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

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

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

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

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

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

to Section 1542, to the fullest extent they may lawfully waive such rights.

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

K. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements incurred by any attorneys, Settlement Class Counsel, Plaintiffs or Class Members who claim to have assisted in conferring the benefits under this Settlement upon the Class.

L. Settlement Class Counsel and any other attorneys who receive attorneys' fees and costs from this Settlement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

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

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

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

Appendix B – Registration/Claim Form

EXHIBIT 7

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

IN RE: TAKATA AIRBAG PRODUCTS LIABILITY LITIGATION,

This Document Relates to:

ALL ECONOMIC LOSS ACTIONS AGAINST VOLKSWAGEN GROUP OF AMERICA, INC. AND AUDI OF AMERICA, LLC

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

The Parties to the above-captioned economic loss class actions currently pending against Volkswagen Group of America, Inc. and Audi of America, LLC (collectively "Volkswagen")[1] as part of this multidistrict litigation have agreed to a proposed settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the "Settlement"). The Parties reached the Settlement through arm's-length negotiations over several months. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Plaintiffs and the proposed Class would fully, finally, and forever resolve, discharge, and release their economic loss claims against the Released Parties in exchange for Volkswagen's total payment of $42,000,000.00, less a 20% credit for the Rental Car/Loaner Program, to create a common fund to

[1] Plaintiffs' Amended Consolidated Class Action Complaint also named as defendants Volkswagen AG and Audi AG (collectively, the "German Entities"). In an Order dated June 20, 2019 (ECF No. 3406), this Court dismissed all claims against the German Entities for lack of personal jurisdiction pursuant to Federal Rule of Civil Procedure 12(b)(2). The German Entities are therefore no longer parties to these Actions, but are among the persons and entities released from liability pursuant to this Order. As used herein, the term "Released Parties" shall have the same definition as it does in the Settlement Agreement.

benefit the Class, inclusive of all attorneys' fees and costs, service awards to Plaintiffs, and costs associated with providing notice to the Class, settlement administration, and all other costs associated with this Settlement, along with Volkswagen's agreement to implement a Customer Support Program and Rental Car/Loaner Program, as set forth in the Settlement.[2]

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

[2] Capitalized terms shall have the definitions and meanings accorded to them in the Settlement Agreement.
[3] All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

application for an award of attorneys' fees and expenses ("Fee Application") and/or request for service awards for Plaintiffs, their rights to opt-out of the Class and object to the Settlement, and the process for submitting a Claim to request a payment from the Settlement Fund; (8) good cause exists to schedule and conduct a Fairness Hearing, pursuant to Rule 23(e), to assist the Court in determining whether to grant final approval of the Settlement, certify the Class, for settlement purposes only, and issue a Final Order and Final Judgment, and whether to grant Settlement Class Counsel's Fee Application and request for service awards for Plaintiffs; and (9) the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

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

1. The Court has personal jurisdiction over Plaintiffs and Volkswagen and subject matter jurisdiction pursuant to 28 U.S.C. § 1332.

2. Venue is proper in this District.

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

3. It is well established that "[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue." *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006) (internal quotation marks and citation omitted). In deciding whether to preliminarily certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Id.* at 671-72; *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

4. Under Rule 23(e)(1)(B), this Court must direct notice in a reasonable manner

to all class members who would be bound by the proposed Settlement if giving notice is justified by the parties' showing that the Court will likely be able to approve the proposed Settlement under Rule 23(e)(2) and certify the class for purposes of judgment on the proposed Settlement. Under Rule 23(e)(2), a proposed Settlement may only be approved if the Court finds that it is fair, reasonable, and adequate after considering whether:

(A) the class representatives and class counsel have adequately represented the class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

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

> (1) all persons or entities who or which owned and/or leased, on the date of the issuance of the Preliminary Approval Order, Subject Vehicles distributed for sale or lease in the United States or any of its territories or possessions; and (2) all persons or entities who or which formerly owned and/or leased Subject Vehicles distributed for sale or lease in the United States or any of its territories or possessions, and who or which sold or returned, pursuant to a lease, the Subject Vehicles after February 9, 2016 and through the date of the issuance of the Preliminary Approval Order. Excluded from this Class are: (a) Volkswagen, its officers, directors, employees and outside counsel; its affiliates and affiliates' officers, directors and employees; its distributors and

distributors' officers and directors; and Volkswagen's Dealers and their officers, directors, and employees; (b) Settlement Class Counsel, Plaintiffs' counsel, and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case, any of the cases listed in Exhibit 1, or the 11th Circuit Court of Appeals; (d) Automotive Recyclers and their outside counsel and employees; and (e) persons or entities who or which timely and properly exclude themselves from the Class.

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

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

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

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

Actions.

(c) Typicality: The Plaintiffs' claims are typical of the Class for purposes of this Settlement because they concern the same general alleged conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984) (typicality satisfied where claims "arise from the same event or pattern or practice and are based on the same legal theory"); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the class where they "possess the same interest and suffer the same injury as the class members").

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

(e) Predominance and Superiority: Rule 23(b)(3) is satisfied for settlement purposes, as well, because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for more than a million Class Members in a single, coordinated proceeding is superior to a million individual

lawsuits addressing the same legal and factual issues. With respect to predominance, Rule 23(b)(3) requires that "[c]ommon issues of fact and law . . . ha[ve] a *direct impact* on every class member's effort to establish liability *that is more substantial than the impact of individualized issues* in resolving the claim or claims of each class member." *Sacred Heart Health Sys., Inc. v. Humana Mil. Healthcare Servs., Inc*., 601 F.3d 1159, 1170 (11th Cir. 2010) (internal quotation marks and citation omitted). Based on the record currently before the Court, the predominance requirement is satisfied here for settlement purposes because common questions present a significant aspect of the case and can be resolved for all Class Members in a single common judgment.

8. The Court appoints the following persons as class representatives: Dave DeKing, Chloe Crater, Efrain Ferrer, Christine Palmer, Bladimir Busto, Jr., Jacqueline Carrillo, Silvia Gil, Steven Levin, George O'Connor, Stephanie Puhalla, Charles Sakolsky, Delola Nelson-Reynolds, Holly Stotler, Malia Moore, Linda Dean, Trevor MacLeod, Pattie Byrd, Maureen Dowds, Annette Montanaro, Desiree Jones-Lassiter, Angela Cook, Angela Dickie, Antonia Dowling, Latecia J. Jackson, Nikki Norvell, Chloe Wallace, Michael Farriss, and April Rockstead Barker.

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

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

David Boies
BOIES SCHILLER & FLEXNER, LLP
55 Hudson Yards, 20th FloorNew York, NY 10001
Tel: (212) 446-2300
Email: dboies@bsfllp.com

Settlement Class Counsel

Todd A. Smith
SMITH LACIEN, LLP
70 West Madison Street, Suite 5770
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Tel: (312) 509-8900
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Settlement Class Counsel

Roland Tellis
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Settlement Class Counsel

James E. Cecchi
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, P.C.
5 Becker Farm Road
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Tel: (973) 994-1700
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Settlement Class Counsel

Elizabeth J. Cabraser
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street, Suite 2900
San Francisco, CA 94111
Tel: (415) 956-1000
Email: ecabraser@lchb.com
Settlement Class Counsel

Preliminary Approval of the Settlement

10. At the preliminary approval stage, the Court's task is to evaluate whether the Settlement is within the "range of reasonableness." 4 Newberg on Class Actions § 13.13 (5th ed. 2021). "Preliminary approval is appropriate where the proposed settlement is the result of the parties' good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason." *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646-CIV, 2010 WL 2401149, at *2

(S.D. Fla. Jun. 15, 2010). Settlement negotiations that involve arm's-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See Manual for Complex Litigation* (Third) § 30.42 (West 1995) ("A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm's-length negotiations between experienced, capable counsel after meaningful discovery.")

11. The Court preliminarily approves the Settlement, and the exhibits appended to the Motion, as fair, reasonable and adequate under Rule 23. The Court finds that the Settlement was reached in the absence of collusion, and is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court further finds that the Settlement, including the exhibits appended to the Motion, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Class, as set forth below and in the Settlement, and schedule a Fairness Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter Final Judgment.

Approval of Notice and Notice Program and Direction to Effectuate the Notice and Outreach Programs

12. The Court approves the form and content of the notices to be provided to the Class, substantially in the forms appended as Exhibits 2, 6, and 8 to the Settlement Agreement. The Court further finds that the Notice Program, described in Section IV of the Settlement, is the best practicable under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, class certification for settlement purposes only, the terms of the Settlement, their rights to opt-out of the Class and object to the Settlement, Settlement Class Counsel's Fee Application, and the request for service awards for

Plaintiffs. The notices and Notice Program constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process. The Court finds that the forms of notice are written in simple terminology, are readily understandable by Class Members and comply with the Federal Judicial Center's illustrative class action notices. The Court orders that the notices be disseminated to the Class as per the Notice Plan.

13. The Court directs that Patrick A. Juneau of Juneau David APLC act as the Settlement Special Administrator.

14. The Court directs that Epiq Systems, Inc. act as the Settlement Notice Administrator.

15. The Court directs that Citi Private Bank act as the Escrow Agent.

16. The Court directs that Jude Damasco of Miller Kaplan Arase LLP act as the Tax Administrator.

17. The Settlement Special Administrator and Settlement Notice Administrator shall implement the Notice Program, as set forth in the Settlement, using substantially the forms of notice appended as Exhibits 2, 6, and 8 to the Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Program, as specified in section IV of the Settlement and approved by this Order.

18. The Parties' Settlement includes an Outreach Program by which a Settlement Special Administrator will coordinate additional actions beyond what has been done before to notify vehicle owners about the Takata Airbag Inflator Recalls and to promptly remedy those issues. This Outreach Program—which shall be subject to approval by Volkswagen—includes, but is not limited to: (a) direct contact of Class Members via U.S. mail, landline and cellular

telephone calls, social media, email, texting and canvassing; (b) contact of Class Members by third parties (e.g., independent repair shops); and (c) multi-media campaigns, such as through print, television, radio, and internet. Because of the important public safety concerns involved with such a massive recall effort, the Court finds that it is in the public interest and that of the federal government to begin this Outreach Program as soon as practicable after this Preliminary Approval Order is entered, and that calls and texts made under the Outreach Program are being made for emergency purposes as that phrase is used in 47 U.S.C. § 227(b)(1)(A). The Settlement Special Administrator and those working on his behalf shall serve as agents of the federal government for these purposes and shall be entitled to any rights and privileges afforded to government agents or contractors in carrying out their duties in this regard.

Escrow Account/Qualified Settlement Fund

19. The Court finds that the Escrow Account is to be a "qualified settlement fund" as defined in Section 1.468B-1(c) of the Treasury Regulations in that it satisfies each of the following requirements:

(a) The Escrow Account is to be established pursuant to an Order of this Court and is subject to the continuing jurisdiction of this Court;

(b) The Escrow Account is to be established to resolve or satisfy one or more claims that have resulted or may result from an event that has occurred and that has given rise to at least one claim asserting liabilities; and

(c) The assets of the Escrow Account are to be segregated from other assets of Defendants, the transferor of the payment to the Settlement Funds and controlled by an Escrow Agreement.

20. Under the "relation back" rule provided under Section 1.468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that Volkswagen may elect to treat the Escrow Account as

coming into existence as a "qualified settlement fund" on the latter of the date the Escrow Account meets the requirements of Paragraphs 19(b) and 19(c) of this Order, or January 1 of the calendar year in which all of the requirements of Paragraph 19 of this Order are met. If such a relation-back election is made, the assets held by the Settlement Funds on such date shall be treated as having been transferred to the Escrow Account on that date.

Fairness Hearing, Opt-Outs, and Objections

21. The Court directs that a Fairness Hearing shall be scheduled for [December 10, 2021] at ____ [a.m. or p.m.] [subject to the Court's availability], to assist the Court in determining whether to grant Final Approval to the Settlement, certify the Class, and enter the Final Order and Final Judgment, and whether Settlement Class Counsel's Fee Application and request for service awards for Plaintiffs should be granted.

22. Potential Class Members who timely and validly exclude themselves from the Class shall not be bound by the Settlement Agreement, the Settlement, or the Final Order and Final Judgment. If a potential Class Member files a request for exclusion, he/she/it may not assert an objection to the Settlement Agreement. The Settlement Notice Administrator shall provide copies of any requests for exclusion to Settlement Class Counsel and Volkswagen's Counsel as provided in the Settlement Agreement.

23. The Court directs that any person or entity within the Class definition who wishes to be excluded from the Class may exercise his, her, or its right to opt out of the Class by following the opt-out procedures set forth in the Long Form Notice at any time during the opt-out period. To be valid and timely, opt-out requests must be postmarked on or before the last day of the Opt-Out Period (the "Opt-Out Deadline"), which is 21 days before the Fairness Hearing [November 19, 2021], must be mailed to [ADDRESS OF NOTICE ADMINISTRATOR], and must include:

(i) the full name, telephone number and address of the person or entity seeking to be excluded from the Class;

(ii) a statement affirming that such person or entity is a member of the Class and providing the Model, Model Year, and Vehicle Identification Number (VIN) of the person's or entity's Subject Vehicle(s);

(iii) an explicit and unambiguous statement that such person or entity wishes to be excluded from the Volkswagen Settlement in *In re Takata Airbag Products Liability Litigation*, 15-md-02599-FAM, and

(iv) the signature of the person or entity seeking to be excluded from the Class (if the person or entity seeking to be excluded from the Class is represented by counsel, it must also be signed by such counsel).

24. The Opt-Out Deadline shall be specified in the Direct Mailed Notice, Publication Notice, and Long Form Notice. All persons and entities within the Class definition who do not timely and validly opt out of the Class shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the Releases set forth in Section VII of the Settlement.

25. The Court further directs that any person or entity in the Class who does not opt out of the Class may object to the Settlement, Settlement Class Counsel's Fee Application and/or the request for service awards for Plaintiffs. Any such objections must be mailed to the Clerk of the Court, Lead Settlement Class Counsel, and counsel for Volkswagen, at the following addresses:

(a) Clerk of the Court
Wilkie D. Ferguson, Jr. U.S. Courthouse
400 North Miami Avenue
Miami, FL 33128

(b) Lead Settlement Class Counsel
Peter Prieto
PODHURST ORSECK, P.A.
Suntrust International Center
One S.E. 3rd Avenue, Suite 2300
Miami, Florida 33131

(c) Counsel for Volkswagen
Robert J. Giuffra Jr.
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, NY 10004

26. For an objection to be considered by the Court, the objection must be postmarked or sent via overnight delivery no later than the Opt-Out Deadline of 21 days before the Fairness Hearing [November 19, 2021], must be addressed to the addresses listed in the preceding paragraph and in the Long Form Notice, and must include the following:

(i) the case name, *In re Takata Airbag Products Liability Litigation*, 15-md-02599-FAM, and an indication that the objection is to the Volkswagen Settlement;

(ii) the objector's full name, actual residential address, and telephone number;

(iii) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN of the objector's Subject Vehicle(s);

(iv) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel and any documents supporting the objection;

(v) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;

(vi) the full name, telephone number, and address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;

(vii) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;

(viii) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity;

(ix) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;

(x) the identity of all counsel representing the objector who will appear at the Fairness Hearing;

(xi) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and

(xii) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient).

27. Any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice shall not be considered by the Court.

Further Papers in Support of Settlement and Fee Application

28. Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their request for attorneys' fees, costs and expenses ("Fee Application") and request for service awards for Plaintiffs, no later than 45 days before the Fairness Hearing [October 26, 2021]. If Volkswagen chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing [October 26, 2021].

29. Plaintiffs and Settlement Class Counsel shall file their responses to timely filed

objections to the Motion for Final Approval of the Settlement and the Fee Application no later than 7 days before Fairness Hearing [December 3, 2021]. If Volkswagen chooses to file a response to timely filed objections to the Motion for Final Approval of the Settlement, it also must do so no later than 7 days before Fairness Hearing [December 3, 2021].

Effect of Failure to Approve the Settlement or Termination

30. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

(i) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;

(ii) All of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Plaintiffs' right to seek class certification and Volkswagen's right to oppose class certification;

(iii) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Volkswagen or Plaintiffs on any point of fact or law;

(iv) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders and public statements, may be used as evidence;

(v) Neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence;

(vi) The preliminary certification of the Class pursuant to this Order shall be vacated automatically and the Actions shall proceed as though the Class had never been certified; and

(vii) The terms in Section X.D of the Settlement Agreement shall apply and survive.

Stay/Bar of Other Proceedings

31. Pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity (even those Class Members who validly and timely elect to be excluded from the Class, with the validity of the opt out request to be determined by the Court only at the Fairness Hearing), shall commence, continue or prosecute against any of the Released Parties any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Class Members who do not timely and validly exclude themselves from the Class shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Agreement against any of the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action against any of the Released Parties as provided for in the Agreement.

General Provisions

32. The Court reserves the right to approve the Settlement with or without modification, provided that any modification does not limit the rights of the Class under the Settlement, and with or without further notice to the Class and may continue or adjourn the Fairness Hearing without

further notice to the Class, except that any such continuation or adjournment shall be announced on the Settlement website.

33. Settlement Class Counsel and Volkswagen's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the Agreement, to the form or content of the Class Notice or to any other exhibits that the Parties jointly agree are reasonable or necessary.

34. The Parties are authorized to take all necessary and appropriate steps to establish the means necessary to implement the Agreement.

35. Any information received by the Settlement Notice Administrator, the Settlement Special Administrator, or any other person in connection with the Settlement Agreement that pertains to personal information regarding a particular Class Member (other than objections or requests for exclusion) shall not be disclosed to any other person or entity other than Settlement Class Counsel, Volkswagen, Volkswagen's Counsel, the Court and as otherwise provided in the Settlement Agreement.

36. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class.

37. Based on the foregoing, the Court sets the following schedule for the Fairness Hearing and the actions which must precede it:

(i) Notice shall be provided in accordance with the Notice Program and this Order—that is, beginning [date of preliminary approval];

(ii) Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their Fee Application and request for service awards for Plaintiffs, no

later than 45 days before the Fairness Hearing [October 26, 2021];

(iii) If Volkswagen chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing [October 26, 2021].

(iv) Class Members must file any objections to the Settlement, the Motion for Final Approval of the Settlement, Settlement Class Counsel's Fee Application and/or the request for service awards no later than 21 days before the Fairness Hearing [November 19, 2021];

(v) Class Members must file requests for exclusion from the Settlement no later than 21 days before the Fairness Hearing [November 19, 2021] ;

(vi) The Settlement Notice Administrator must file with the Court, no later than 14 days before the Fairness Hearing [November 26, 2021], (a) a list of those persons or entities who or which have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, method and results of the notice program;

(vii) Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Settlement and Fee Application no later than 7 days before the Fairness Hearing [December 3, 2021];

(viii) If Volkswagen chooses to file a response to timely filed objections to the Settlement, it shall do so no later than 7 days before the Fairness Hearing [December 3, 2021]; and

(ix) The Fairness Hearing will be held on [December 10, 2021] at ____ a.m./p.m. [subject to the Court's availability], at the United States Courthouse, Wilkie D. Ferguson, Jr. Building, Courtroom 13-3, 400 North Miami Avenue, Miami, Florida 33128.

DONE AND ORDERED in Chambers at Miami, Florida this ____ day of _____ 2021.

_____
FEDERICO A. MORENO
UNITED STATES DISTRICT JUDGE

Copies furnished to:
Counsel of record

EXHIBIT 8

Publication Notice

Important Legal Notice from the United States District Court for the Southern District of Florida

If you are a current or former owner or lessee of certain Volkswagen or Audi vehicles, you could get cash and other benefits from a class action settlement.

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

A settlement has been reached in a class action lawsuit alleging that consumers sustained economic losses because they purchased or leased vehicles from Volkswagen AG, Volkswagen Group of America, Inc., VW Credit, Inc., Audi AG, or Audi of America, LLC (collectively "Volkswagen") containing allegedly defective airbags manufactured by Takata Corporation and its affiliates ("Takata"). The Settlement includes certain vehicles made by Volkswagen (the "Subject Vehicles"). Volkswagen denies any and all allegations of wrongdoing and the Court has not decided who is right.

If you have already received a separate recall notice for your Volkswagen or Audi vehicle and have not yet had your Takata airbag repaired, you should do so as soon as possible. When recalled Takata airbags deploy, they may, in very rare cases and under certain circumstances, spray metal debris toward vehicle occupants and may cause serious injury. However, some Volkswagen and Audi vehicles may be recalled for repair at a later date. Please see www.nhtsa.gov/equipment/takata-recall-spotlight#for-consumers-overview for further details about whether your vehicle is recalled and, if so, what you should do.

Am I included in the proposed Settlement? The Settlement includes the following persons and entities:

- Owners or lessees, as of **Month DD**, 2021, of a Subject Vehicle that was distributed for sale or lease in the United States or any of its territories or possessions, and
- Former owners or lessees of a Subject Vehicle that was distributed for sale or lease in the United States or any of its territories or possessions, who, between February 9, 2016 and **Month DD**, 2021, sold or returned pursuant to a lease, a Subject Vehicle that was recalled before **Month DD**, 2021.

A full list of the Subject Vehicles can be found at www.XXXXXXXXXXXX.com. The Settlement does not involve claims of personal injury.

What does the Settlement provide? Volkswagen has agreed to a Settlement with a value of approximately $42 million, including a 20% credit for the Enhanced Rental Car/Loaner Program. The Settlement Funds will be used to pay for Settlement benefits and cover the costs of the Settlement over an approximately four-year period.

The Settlement offers several benefits for Class Members, including (1) payments for certain out-of-pocket expenses incurred related to a Takata airbag recall of a Subject Vehicle, (2) a Rental

Car/Loaner Program while certain Subject Vehicles are awaiting repair, (3) an Outreach Program to maximize completion of the recall remedy, (4) additional cash payments to Class Members from residual settlement funds, if any remain, and (5) a Customer Support Program to help with repairs associated with replacement airbag inflators. The Settlement website explains each of these benefits in detail.

How can I get a Payment? You must file a claim to receive a payment during the first four years of the Settlement. If you still own or lease a Subject Vehicle, you must also bring it to an authorized dealership for the recall remedy, as directed by a recall notice, if you have not already done so. Visit the website and file a claim online or download one and file by mail. The deadline to file a claim will be at least one year from the date the Settlement is finalized. All deadlines will be posted on the website when they are known.

What are my other options? If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month DD, 202___**. If you do not exclude yourself, you will release any claims you may have against Volkswagen and the Released Parties, in exchange for certain settlement benefits. The potential available benefits are more fully described in the Settlement, available at the settlement website. You may object to the Settlement by **Month DD, 202___**. You cannot both exclude yourself from, and object to, the Settlement. The Long Form Notice for the Settlement available on the website listed below explains how to exclude yourself or object. The Court will hold a fairness hearing on **Month DD, 202__** to consider whether to finally approve the Settlement and a request for attorneys' fees of up to 30% of the total Settlement Amount. You may appear at the fairness hearing, either by yourself or through an attorney hired by you, but you don't have to. For more information, including the relief, eligibility and release of claims, in English or Spanish, call or visit the website below.

1-8XX-XXX-XXXX **www.XXXXXXXXXXXXXX.com**

EXHIBIT 9

EXHIBIT 9 -- VOLKSWAGEN SUBJECT VEHICLES

MODEL YEAR	MAKE AND MODEL
2009-2017	Volkswagen CC
2010-2016	Volkswagen Eos
2010-2014	Volkswagen Golf
2012-2015	Volkswagen Passat
2006-2008, 2010	Volkswagen Passat Sedan
2006-2008, 2010	Volkswagen Passat Wagon
2012-2019	VW Beetle
2012-2019	VW Beetle Convertible
2006-2013	Audi A3
2005-2008	Audi A4 Avant
2007-2009	Audi A4 Cabriolet
2005-2008	Audi A4 Sedan
2010-2012	Audi A5 Cabriolet
2006-2011	Audi A6 Avant
2005-2011	Audi A6 Sedan
2009-2012	Audi Q5
2017	Audi R8 Coupe
2017	Audi R8 Spyder
2008	Audi RS 4 Cabriolet
2007-2008	Audi RS 4 Sedan
2005-2008	Audi S4 Avant
2007-2009	Audi S4 Cabriolet

MODEL YEAR	MAKE AND MODEL
2005-2008	Audi S4 Sedan
2010-2012	Audi S5 Cabriolet
2007-2011	Audi S6 Sedan
2016-2017	Audi TT Coupe
2016-2017	Audi TT Roadster

EXHIBIT 10

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

In re:	)
	)
EA15-001	)
Air Bag Inflator Rupture	)
	)

CONSENT ORDER

This Consent Order is issued pursuant to the authority of the National Highway Traffic Safety Administration ("NHTSA"), an operating administration of the U.S. Department of Transportation, and sets forth the requirements and performance obligations in connection with the determination by TK Holdings Inc. ("Takata") that a defect related to motor vehicle safety may arise in some of the air bag inflators that Takata manufactured for certain vehicles sold or registered in the United States (the "Takata Inflators"). This Consent Order, together with the Defect Information Reports filed by Takata with NHTSA on May 18, 2015, pursuant to the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified, 49 U.S.C. § 30101 *et seq.* and 49 C.F.R. § 573.6(c), which are hereby incorporated by reference, contains Takata's obligations under the terms and conditions incorporated herein.

I. NATURE OF THE ACTION.

1. On May 18, 2015, pursuant to its legal obligations under the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified, 49 U.S.C. § 30101 *et seq.* (the "Safety Act") and 49 C.F.R. § 573.6(c), Takata filed four Defect Information Reports ("DIRs") with NHTSA. In the DIRs, Takata stated "that a defect related to motor vehicle safety may arise in some of the subject inflators."

2. Specifically, Takata's DIRs state, in part, "The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results and investigation indicate that this potential for rupturing may also depend on other factors, including vehicle design factors and manufacturing variability. In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants." Copies of Takata's DIRs are attached hereto as Exhibit A and are publicly available at NHTSA's website at www.safercar.gov.

3. NHTSA issues this Consent Order pursuant to its authority under the Safety Act, 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2(a)(1), to inspect and investigate, 49 U.S.C. § 30166(b)(1), to ensure that defective vehicles and equipment are recalled, 49 U.S.C. §§ 30118-30119, to ensure the adequacy of recalls, 49 U.S.C. § 30120(c), and to require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g). It is AGREED by Takata and ORDERED by NHTSA as follows:

4. Takata shall continue to cooperate in all future regulatory actions and proceedings that are part of NHTSA's ongoing investigation and oversight of the Takata Inflators and accompanying remedial actions. This cooperation includes, but is not limited to, testing reasonably directed by NHTSA; the agency's evaluation of the adequacy of the remedy under 49 U.S.C. § 30120(c)(1); and the coordination of the recall and remedy programs, including the organization and prioritization of the remedy under 49 U.S.C. § 30120(c)(3) and 49 C.F.R. § 573.14, and if appropriate as indicated by the data received from any source in any proceeding, a phased

schedule for the implementation of the remedy. Takata's material refusal to reasonably cooperate in any way pursuant to the terms of this Consent Order may subject Takata to civil penalties pursuant to 49 U.S.C. § 30165(a)(3) and 49 C.F.R. § 578.6(a)(3).

5. NHTSA will not seek any civil penalties, as demanded in its letter dated February 20, 2015, beyond those that may be applicable before May 18, 2015.

6. NHTSA's investigation in EA15-001 shall remain open until such time as NHTSA reasonably concludes, in its sole discretion and determination, that all issues thereunder, including all science, engineering and legal issues, as well as issues related to the scope of the population of recalled inflators, geographic scope of the recalls and adequacy of the remedy have been satisfactorily resolved. Any and all subsequent actions taken by NHTSA involving the investigation into the Takata Inflators may be included as part of EA15-001.

7. Takata shall continue to cooperate with NHTSA in its ongoing investigation and oversight of the Takata Inflators. Takata shall meet its obligations under the Safety Act and all regulations thereunder to take all actions and do all things reasonably necessary to comply with this Consent Order. Takata's cooperation will include, but is not limited to, the following:

(i) Upon receipt of additional Defect Information Reports submitted by a vehicle manufacturer pursuant to 49 C.F.R. § 573.6, the subject of which is a type of Takata air bag inflator not already covered by a previously existing DIR (submitted by Takata or any vehicle manufacturer), Takata shall meet with NHTSA, in an expedited manner and not less than five business days following NHTSA's receipt of the DIR, to discuss all issues related to the subject matter of that DIR. Upon written request of NHTSA, Takata shall file the required regulatory filing(s) if any.

(ii) Upon receipt of a Notice of Deposition pursuant to 49 C.F.R. § 510.6, Takata will use its reasonable best efforts to produce its employees and corporate representatives, regardless of the location of their employment worldwide, to testify in administrative depositions

with respect to the subject matter of EA15-001 or any other related NHTSA investigation, under oath and subject to the penalty of perjury. Depositions will be conducted at the United States Department of Transportation Headquarters in Washington D.C., the Washington D.C. offices of Dechert LLP, or such other location as the parties hereto agree;

(iii) Takata shall use its reasonable best efforts to continue to respond truthfully, completely, and in a timely fashion to all ongoing and future NHTSA requests for information, whether served via formal process or otherwise, pertaining to any issue in EA15-001, or any other NHTSA inquiry or investigation, formal or otherwise, regardless of whether Takata was the subject of the investigation. To the extent specifically requested by NHTSA going forward, Takata will continue to produce documents responsive to the Special Orders and General Order previously issued in this matter;

(iv) Takata shall continue to provide to NHTSA on an ongoing and requested basis all test results and data relating to the Takata Inflators as well as any non-privileged information and documents that Takata reasonably believes to be relevant to NHTSA's investigation of the Takata Inflators; and

(v) Takata shall provide prompt notice to NHTSA in the event any requirement of this Consent Order cannot be met or timely met.

8. Nothing in this Consent Order releases Takata from any civil penalties pursuant to NHTSA's authority under the Safety Act or regulations thereunder in EA15-001 or any other investigation or inquiry, formal or informal, however, NHTSA, in its sole discretion, will take into account Takata's cooperation, including, but not limited to, its submission of the DIRs attached hereto as Exhibit A, in seeking civil penalties, if any, against Takata. Nothing in this Consent Order limits NHTSA's ability to pursue or utilize any and all of its powers under the Safety Act or regulations thereunder in any future proceeding or investigation of any type. Nothing in this Consent Order requires NHTSA to obtain Takata's consent before NHTSA takes

any future action concerning any other investigation, investigatory phase or other proceeding involving EA15-001 or any other formal or informal investigation or inquiry, concerning any potential past violation of the Safety Act by Takata. This Consent Order does not release Takata from potential civil or criminal liabilities that may be asserted by the United States, the Department of Transportation, NHTSA, or any other governmental entity. This Consent Order is not binding upon any other federal agencies, state or local law enforcement agencies, licensing authorities or any other regulatory authorities, local or federal.

9. It is contemplated that NHTSA will convene one or more meetings with Takata and the vehicle manufacturers affected by the DIRs in an attempt to organize and coordinate the safety recalls and remedy programs. It is contemplated that the meetings will include, but not be limited to, issues surrounding the organization and prioritization for remedying vehicles containing the Takata Inflators, and may also include the staging of remedies set forth in the DIRs. In addition, it is contemplated that NHTSA shall retain authority to issue orders addressing the potential geographic expansion of recalls for the PSPI and PSPI-L Takata Inflators covered by two of the DIRs attached hereto. Any order requiring the geographic expansion of such recalls shall be issued only after consultation with Takata and the affected vehicle manufacturers and shall be based on a finding by NHTSA that the then-current results of testing and analysis, from any source, of the relevant Takata Inflators as well as the consideration of the risk to safety that is presented necessitate the expansion of the recall. NHTSA will consider any relevant data, including, but not limited to test results showing performance failures that NHTSA deems to be significant and which involve the subject inflators from specific makes and models of vehicles in regions outside the States previously covered by the applicable recalls. It is contemplated that NHTSA will participate in all or some of these meetings, or parts thereof, to the extent it deems necessary, but has no obligation to do so. Takata will attend and take all reasonable steps to cooperate with

NHTSA and the affected vehicle manufacturers at any meeting convened by NHTSA pursuant to this paragraph.

10. No later than 60 days after the execution of this Consent Order, Takata shall submit a plan to NHTSA that outlines the steps Takata will take, both independently and in concert with the affected vehicle manufacturers, to achieve the objectives of the Safety Act and this Consent Order. This plan shall be comprised of the following two components:

a. After consulting with the relevant vehicle manufacturers, Takata shall propose a plan that, to the extent reasonably possible, maximizes recall completion rates for all recalls involving Takata frontal air bag inflators. This component of the plan shall specify the steps that Takata will take to assist the vehicle manufacturers in customer outreach, whether by engaging with vehicle owners through new and traditional media, direct contacts with vehicle owners, and other innovative means of bringing consumer attention to this safety issue. Takata will prepare the plan described above as it relates to each of the affected vehicle manufacturers without regard to the supplier of the remedy parts.

b. Takata will also propose a plan to provide NHTSA with test data NHTSA deems sufficient or other information regarding the service life and safety of the remedy inflators currently being manufactured by Takata.

11. This Consent Order shall remain in effect throughout the pendency EA15-001 and all related NHTSA proceedings thereunder, unless the NHTSA Administrator issues a written order providing notice of prior termination. Any breach of the obligations under this Consent Order may, at NHTSA's option, be immediately enforceable in any United States District Court. Takata agrees that it will not raise any objection as to venue.

12. This Consent Order shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Order.

13. This Consent Order cannot be modified, amended or waived except by an instrument in writing signed by all parties, and no provision may be modified, amended or waived other than by a writing setting forth such modification, amendment or waiver and signed by the party making the modification, amendment or waiver.

14. Nothing in this Consent Order shall be interpreted or construed in a manner inconsistent with, contravening, or waiving any federal law, rule, or regulation in effect at the time of the execution of this Consent Order, or as amended thereafter.

15. Nothing herein constitutes, and shall not be construed to be, a waiver of any right or defense and does not constitute, and shall not be construed to be, an admission of liability by Takata as to any claim, or an admission by Takata that any claim could properly be asserted against it, or that any claim brought against Takata would have any basis in law or fact.

16. Should any condition or other provision contained herein be held invalid, void or illegal by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Consent Order and shall in no way affect, impair or invalidate any other provision of this Consent Order.

17. Takata shall provide written notice of each required submission under this Consent Order by electronic mail to NHTSA's Acting Associate Administrator for Enforcement (currently Frank Borris, Frank.Borris@dot.gov), and with a copy to NHTSA's Assistant Chief Counsel for Litigation and Enforcement (currently Timothy H. Goodman, Tim.Goodman@dot.gov). NHTSA will provide notice to Takata if the individuals holding these positions or their e-mail addresses change.

18. The parties who are the signatories to this Consent Order have the legal authority to enter into this Consent Order, and each party has authorized its undersigned to execute this Consent Order on its behalf.

19. This Consent Order may be executed in counterparts, each of which shall be considered effective as an original signature.

20. This Consent Order is a fully integrated agreement and shall in all respects be interpreted, enforced and governed under the federal law of the United States. This Consent Order and the DIRs appended hereto as Exhibit A, set forth the entire agreement between the parties with regard to the subject matter hereof. There are no promises, agreements or conditions, expressed or implied, other than those set forth in this Consent Order and the DIRs in Exhibit A hereto.

APPROVED AND SO ORDERED:

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

Dated: May 18, 2015

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

Mark R. Rosekind, Ph.D.
Administrator

Dated: May 18, 2015

By: _____

Timothy H. Goodman
Assistant Chief Counsel
for Litigation & Enforcement

Dated: May 18, 2015

By: _____

Christie L. Iannetta
Senior Trial Attorney

AGREED:

Dated: May 18, 2015

TK HOLDINGS INC.

By: _____

Shunkichi Shimizu
President

By: _____

Andrew J. Levander
Dechert LLP
Counsel for TK Holdings Inc.
Approved as to Form

CONSENT ORDER – EXHIBIT A

1. **Defect Information Report, TK Holdings Inc. – PSDI, PSDI-4 and PSDI-4K Driver Air Bag Inflators.**

2. **Defect Information Report, TK Holdings Inc. – SPI Passenger Air Bag Inflators.**

3. **Defect Information Report, TK Holdings Inc. –PSPI-L Passenger Air Bag Inflators.**

4. **Defect Information Report, TK Holdings Inc. – PSPI Passenger Air Bag Inflators.**

May 18, 2015

DEFECT INFORMATION REPORT

TK HOLDINGS INC.

PSDI, PSDI-4, and PSDI-4K DRIVER AIR BAG INFLATORS

1. **Manufacturer's name:**

TK Holdings Inc. ("Takata").

2. **Items of equipment potentially affected:**

All PSDI, PSDI-4, and PSDI-4K air bag inflators installed in frontal driver air bag modules in vehicles in the United States. This Report contemplates a national recall of the subject inflators. The subject inflators include all years of production, from start of production to end of production.

In accordance with the proposed staging of the remedy program described in section 7 below, the scope of the recall contemplated by this Report includes vehicles containing the subject inflators that were previously recalled and remedied by the affected vehicle manufacturers, including under recall numbers 08V-593, 09V-259, 10V-041, 11V-260, 14V-351, 14V-343, 14V-344, 14V-348, 14V-817, 14V-802, and 15V-153.

The inflators covered by this determination have been installed as original equipment or remedy parts in vehicles sold or registered in the United States and manufactured by the following five vehicle manufacturers (listed alphabetically):

American Honda Motor Co.
1919 Torrance Blvd.
Torrance, CA 90501-2746
Phone: 310-783-2000

BMW of North America
P.O. Box 1227
Woodcliff Lake, NJ 07677-7731
Phone: 201-307-4000

Chrysler Group LLC
800 Chrysler Drive
Auburn Hills, MI 48326-2757
Phone: 1-800-853-1403

Ford Motor Company
330 Town Center Drive
Dearborn, MI 48126-2738
Phone: 1-866-436-7332

Mazda North American Operations
46976 Magellan Drive
Wixom, MI 48393
Phone: 248-295-7859

3. Total number of items of equipment potentially affected:

Takata estimates that a combined total of approximately 17.6 million subject inflators have been installed in vehicles in the United States as both original equipment and remedy parts. Of that number, Takata estimates that approximately 4.7 million are PSDI inflators and approximately 12.9 million are PSDI-4 and PSDI-4K inflators. Included within these estimates are approximately 9.7 million inflators that were subject to previous recalls or safety campaigns.

4. Approximate percentage of items of equipment estimated to actually contain the defect:

The number of field incidents known to Takata involving ruptures of PSDI subject inflators in the United States is fifty-nine (59). Fifty-four (54) of those field incidents occurred in vehicles that were subject to previous recalls. The number of field incidents known to Takata involving ruptures of PSDI-4 and PSDI-4K subject inflators in the United States is four (4). For comparison purposes, Takata estimates that there have been approximately 258,500 total field deployments of PSDI subject inflators and approximately 516,000 total field deployments of PSDI-4 and PSDI-4K subject inflators in the United States. Those estimates are based on the numbers of subject inflators described in section 3, estimates of the average age of the subject inflators in the field (11 years for PSDI and 8 years for PSDI-4 and PSDI-4K), and an estimate (used by NHTSA in its data analyses) that an average of 0.5 percent of frontal air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in no (zero) ruptures of PSDI subject inflators tested and has resulted in nine (9) ruptures (approximately 0.0722 percent) of PSDI-4 and PSDI-4K subject inflators tested, all from high absolute humidity States.

5. Description of the defect:

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The batwing-shaped propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, this potential for rupturing may also depend on other factors, including manufacturing variability.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

6. Chronological summary of events leading to this determination:

May 2003 – A PSDI-4 inflator ruptured in a BMW vehicle in Switzerland. After Takata was notified, the investigation determined that the 17-month-old inflator ruptured due to an overloading of propellant in the assembly of the inflator at issue. Takata introduced additional quality control measures designed to avoid such overloading.

May 2004 – A PSDI inflator manufactured in October 2001 ruptured in a Honda vehicle in Alabama. Takata was first notified of the event a year later in May 2005 and received only photographs for analysis. Takata tentatively concluded that the incident may have involved a potentially compromised tape seal on this inflator or possibly an overloading of propellant in the inflator at issue.

2007–2011 – After Takata was notified in late 2007 of a rupture of a PSDI inflator in a Honda vehicle, Takata promptly began an investigation. Following that investigation, in October 2008, Takata recommended that Honda conduct a safety recall to replace certain PSDI inflators, and Honda did so. Based on further investigation and additional information developed by Takata, Honda expanded its initial recall on several occasions to cover all vehicles containing PSDI inflators manufactured prior to December 1, 2001.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation into reports of inflator ruptures, Takata has consulted with the Fraunhofer Institute for Chemical Technology ("Fraunhofer ICT") to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include

energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

September 2013 – Takata became aware of a rupture of a PSDI driver inflator in a Honda vehicle in Florida that was not covered by the prior Honda recalls. Takata immediately commenced an additional investigation.

December 2013 – April 2015 – Takata was informed of eight additional incidents in which PSDI and PSDI-4 driver inflators not covered by the prior Honda recalls had ruptured. These eight additional field incidents occurred in the following States: Florida (6), California (1), and North Carolina (1).

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata's highest priority is safety, and in light of the Company's desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA's request for regional field actions to replace PSDI and PSDI-4 inflators manufactured between January 1, 2004 and June 30, 2007, that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain passenger inflators.) The five vehicle manufacturers that had installed these driver inflators promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 174 PSDI inflators and 12,464 PSDI-4 and PSDI-4K inflators. None (zero) of the PSDI inflators ruptured during this testing, and nine (9) of the PSDI-4 and PSDI-4K inflators ruptured during this testing, yielding a rupture rate for the PSDI-4 and PSDI-4K inflators of 0.0722 percent. Six (6) of the ruptured inflators were returned from Florida, two (2) from Puerto Rico, and one (1) from non-coastal Georgia.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by

means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur. In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers to Takata for the validation and production of the subject inflators as original equipment.

The results of the Fraunhofer ICT research and the Takata testing to date are consistent with the location and age of the inflators that have ruptured in the field and in Takata's testing.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Defect Information Report.

7. Description of the remedy program:

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015, Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

At the present time, Takata continues to produce a small number of PSDI-4 inflators for use as remedy parts. Takata intends to cease production of the subject inflators, including for use as remedy parts.

Consistent with the above, including Takata's discussions with NHTSA, Takata's preliminary recommendation for the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under this approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators in four stages over time, as outlined here:

- First, vehicles sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, Mississippi, California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri, and containing subject inflators manufactured between the start of production and December 31, 2007;

- Second, vehicles sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, Mississippi, California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri, and containing subject inflators manufactured between the start of production and December 31, 2011;

- Third, vehicles sold in or ever registered in any other States not listed above and containing subject inflators manufactured between the start of production and December 31, 2007; and

- Fourth, any remaining vehicles not listed above that contain the subject inflators, including subject inflators previously installed as remedy parts.

May 18, 2015

DEFECT INFORMATION REPORT

TK HOLDINGS INC.

SPI PASSENGER AIR BAG INFLATORS

1. Manufacturer's name:

TK Holdings Inc. ("Takata").

2. Items of equipment potentially affected:

All SPI air bag inflators manufactured by Takata between April 2000 (start of production) and the end of inflator production for vehicle Model Year 2008 that were installed as original equipment in frontal passenger air bag modules in vehicles sold in the United States. This Report contemplates a nationwide recall of the subject inflators.

The scope of the recall contemplated by this Report includes vehicles that were previously recalled under prior recalls, including recall numbers 13V-133, 13V-136, 14V-361, 14V-312, 14V-399, 14V-340, 14V-343, 14V-350, 14V-421, 14V-471, 14V-655, 14V-701, 14V-752, 14V-763, 14V-770, 14V-787, and 15V-226. The inflators described in this Report may have previously been covered under two Defect Information Reports filed by Takata: 13E-017 and 14E-073.

Takata continues to conduct engineering analyses of SPI inflators produced after the end of production for Model Year 2008.

The inflators covered by this determination were installed in vehicles manufactured by the following vehicle manufacturers (listed alphabetically):

Chrysler Group LLC
800 Chrysler Drive
Auburn Hills, MI 48326-2757
Phone: (800) 853-1403

Daimler Trucks North America LLC
4747 N. Channel Avenue
Portland, OR 97217-3849
Phone: (503) 745-8000

Ford Motor Company
330 Town Center Drive
Dearborn, MI 48126-2738
Phone: (866) 436-7332

General Motors LLC
3001 Van Dyke Road
Warren, MI 48090-9020
Phone: (313) 556-5000

Mitsubishi Motors North America, Inc.
6400 Katella Avenue
Cypress CA 90630
Phone: (714) 372-6000

Nissan North America, Inc.
One Nissan Way
Franklin, TN 37068
Phone: (615) 725-1000

Subaru of America, Inc.
P.O. Box 6000
Cherry Hill, NJ 08034-6000
Phone: (856) 488-8500

Toyota Motor Engineering & Manufacturing
19001 South Western Ave.
Torrance, CA 90501
Phone: (800) 331-4331

3. Total number of items of equipment potentially affected:

Takata manufactured approximately 7.7 million SPI inflators for the North American market during the date range covered by this Report. Of that number, Takata estimates that approximately 2.8 million were subject to previous recalls and safety campaigns. Although Takata knows how many subject inflators it sold to each of the vehicle manufacturers identified above during the relevant period, it does not know precisely how many of those inflators were installed in vehicles that were sold in or registered in the United States. More precise information can be supplied by the vehicle manufacturers.

4. Approximate percentage of items of equipment estimated to actually contain the defect:

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is eight (8). Of those field incidents, four (4) involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 202,125 total field deployments of SPI subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (10.5 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in fifty-six (56) ruptures (approximately 0.9 percent) of the subject inflators tested.

5. Description of the defect:

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results and investigation indicate that this potential for rupturing may also depend on other factors, including vehicle design factors and manufacturing variability.

Takata is also aware of a potential issue associated with the inflator body internal tape seals on some SPI inflators. During its investigation, Takata observed a small number of tape seal leaks in SPI inflators manufactured prior to 2007. These leaks were discovered during leak testing in 2014, as part of the Takata returned-inflator evaluation program. Leaks have been found in SPI inflators returned from several of the vehicle manufacturers listed in section 2. Such a leak can increase the potential for moisture to reach the main propellant wafers, possibly in areas outside of the highest absolute humidity States.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

6. Chronological summary of events leading to this determination:

May 2009–March 2010 – Four SPI inflators ruptured in auto recycling centers in Japan.

October 2011 – Takata was first notified of a reported field rupture involving an SPI inflator in a Toyota vehicle in Japan.

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical Technology ("Fraunhofer ICT") to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional field rupture incidents in the United States, two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years). These incidents all occurred in Toyota Corolla vehicles and involved PSPI-L inflators.

April 2013 – Based on its investigation, Takata submitted a defect information report ("DIR"), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata's Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata's Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a

relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata's highest priority is safety, and in light of the Company's desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA's request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Three of these involved SPI inflators installed in Nissan Sentra vehicles. Two of these incidents occurred in Florida and the remaining incident occurred in Louisiana.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing includes (but is not limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 5,911 SPI passenger inflators. Of those inflators, 56 ruptured during this testing, yielding a rupture rate of 0.9 percent. All of these test ruptures involved inflators returned from the States identified in the prior paragraph, except two (one returned from Oregon and one from Pennsylvania) that were subject to previous recalls.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research to date are consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing. Takata's testing also indicates that the design of the vehicle and the design of the air bag module are associated with differences in outcomes.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

In addition, as part of its investigation, Takata conducted air leak tests and helium leak tests on certain inflators. Leak testing started in November 2014 as part of Takata's returned-inflator evaluation program. Through May 1, 2015, Takata has identified a high leak rate in 28 out of 1027 SPI inflators tested. The cause of these leaks is still under investigation, but it appears to be due, in part, to an adhesion failure of the tape seal that occurs after long-term environmental exposure. No leaks have been observed in any inflators manufactured after 2004.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Defect Information Report. In particular, in an abundance of caution and to address practical considerations relating to the administration of the remedy program for the United States, Takata agreed to extend the scope of the present Report through inflator production for Model Year 2008 at the insistence of NHTSA.

7. Description of the remedy program:

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015, Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

At this time and consistent with the above, including Takata's discussions with NHTSA, Takata's preliminary recommendation for the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under this approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators in four stages, based on the order of production with the oldest inflators being remedied first.

May 18, 2015

DEFECT INFORMATION REPORT

TK HOLDINGS INC.

PSPI-L PASSENGER AIR BAG INFLATORS

1. **Manufacturer's name:**

TK Holdings Inc. ("Takata").

2. **Items of equipment potentially affected:**

All PSPI-L air bag inflators installed as original equipment in frontal passenger air bag modules in specific vehicle models sold in the United States, as follows:

Model Years 2004-2007 Honda Accord vehicles
Model Years 2003-2007 Toyota Corolla vehicles
Model Years 2003-2007 Toyota Matrix vehicles
Model Years 2003-2007 Pontiac Vibe vehicles

This Report contemplates the potential for a national recall, subject to the determinations of NHTSA and consultations with the affected vehicle manufacturers, as described in section 7 below. The recall contemplated in this Report would be in addition to the previous recalls and safety campaigns involving these inflators, including recall numbers 13V-132, 13V-133, 14V-312, 14V-349, 14V-353, 14V-655, and 14V-700. Takata previously filed Defect Information Reports 13E-017 and 14E-073 relating to the subject inflators.

Takata continues to conduct engineering analyses of other PSPI-L inflators, including those produced after the end of production for Model Year 2007.

The inflators covered by this determination were installed as original equipment in vehicles manufactured by the following vehicle manufacturers (listed alphabetically):

American Honda Motor Co.
1919 Torrance Blvd.
Torrance, CA 90501-2746
Phone: (310) 783-2000

General Motors LLC
30001 Van Dyke Road
Warren, MI 48090-9020
Phone: (313) 556-5000

Toyota Motor Engineering & Manufacturing
19001 South Western Ave.
Torrance, CA 90501
Phone: (800) 331-4331

3. Total number of items of equipment potentially affected:

The total number of subject inflators potentially affected on a national basis in the vehicle models identified above is approximately 5.2 million. Of that number, Takata estimates that approximately 1.1 million are subject to previous recalls and safety campaigns.

4. Approximate percentage of items of equipment estimated to actually contain the defect:

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is ten (10). Of those field ruptures, four (4) involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 143,000 total field deployments of the subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (11 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by the vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in 180 ruptures (approximately 2.16 percent) of the subject inflators tested.

5. Description of the defect:

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results indicate that even with identical inflator designs, the likelihood of a potential rupture is greater in certain vehicle models, including the models identified above, due to factors that have not yet been identified. The potential for rupture may also be influenced by other factors, including manufacturing variability.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

6. Chronological summary of events leading to this determination:

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical Technology ("Fraunhofer ICT") to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional incidents in the United States (two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years)). These incidents all occurred in Honda Civic or Toyota Corolla vehicles.

April 2013 – Based on its investigation, Takata submitted a defect information report ("DIR"), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata's Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata's Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a

relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata's highest priority is safety, and in light of the Company's desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA's request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Four of these involved PSPI-L inflators installed in Toyota Corolla vehicles. Three of these incidents occurred in Puerto Rico and the remaining incident occurred in Texas.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 8,320 PSPI-L inflators from the affected vehicle manufacturers, including inflators installed in vehicle models not covered by this report. Of those inflators, 180 ruptured during this testing, yielding a rupture rate of 2.16 percent. All but three of these test ruptures involved inflators returned from the high absolute humidity States listed in the first stage of the remedy program described in section 7 below. The remaining three test ruptures involved inflators returned from Illinois (2) and Kentucky (1), but the information available to

Takata indicates that these three inflators were removed from vehicles that had been registered for several years in Florida or coastal Texas.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long-term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research date are consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing.

Takata's testing indicates that vehicle and model design differences are associated with differences in outcomes. Significantly, Takata's test results indicate that the likelihood of a potential rupture is greater in the vehicle models identified in this report, due to as-yet unidentified factors.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Report.

7. Description of the remedy program:

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015 (the "Consent Order"), Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

Pursuant to the Consent Order, Takata will continue to test the subject inflator type in all makes, models, and model years of vehicles that are covered by a safety campaign or otherwise made available or obtained by Takata for testing, and Takata will report those results to NHTSA.

Consistent with paragraphs 4 and 9 of the Consent Order, this Report recommends and contemplates that the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under that approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators first in high absolute humidity States, with any further expansion of the remedy program to proceed by geographic zones, contingent on subsequent orders that may be issued by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, as follows:

- The initial recall contemplated by this Report and the Consent Order would include the vehicle models listed in section 2 that were sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, and Mississippi;

- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri;

- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of Ohio, Indiana, New Jersey, West Virginia, the District of Columbia, Kansas, Pennsylvania, Washington, Massachusetts, Connecticut, Michigan, New York, Rhode Island, Oregon, Iowa, and Nebraska; and

- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any of the remaining States.

May 18, 2015

DEFECT INFORMATION REPORT

TK HOLDINGS INC.

PSPI PASSENGER AIR BAG INFLATORS

1. **Manufacturer's name:**

TK Holdings Inc. ("Takata").

2. **Items of equipment potentially affected:**

All PSPI air bag inflators installed as original equipment in frontal passenger air bag modules in specific vehicle models sold in the United States, as follows:

Model Year 2003 Honda Accord vehicles
Model Years 2001-2006 Honda Civic vehicles

The above represents all Model Years of the listed vehicle makes and models that contain PSPI inflators.

This Report contemplates the potential for a national recall, subject to the determinations of NHTSA and consultations with the vehicle manufacturer, as described in section 7 below. The recall contemplated in this Report would be in addition to the previous recalls and safety campaigns involving these inflators, including recall numbers 13V-132, 14V-349, 14V-353, and 14V-700. Takata previously filed Defect Information Reports 13E-017 and 14E-073 relating to the subject inflators.

The inflators covered by this determination were installed as original equipment in vehicles manufactured by the following vehicle manufacturer:

American Honda Motor Co.
1919 Torrance Blvd.
Torrance, CA 90501-2746
Phone: (310) 783-2000

3. **Total number of items of equipment potentially affected:**

The total number of subject inflators potentially affected on a national basis in the vehicle models identified above is approximately 3.3 million. Of that number, Takata estimates that approximately 2.1 million are subject to previous recalls and safety campaigns.

4. Approximate percentage of items of equipment estimated to actually contain the defect:

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is three (3), all of which involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 94,875 total field deployments of the subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (11.5 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by Honda, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in twenty (20) ruptures (approximately 0.51 percent) of the subject inflators tested.

5. Description of the defect:

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results indicate that even with identical inflator designs, the likelihood of a potential rupture is greater in certain vehicle models, including the models identified above, due to factors that have not yet been identified. The potential for rupture may also be influenced by other factors, including manufacturing variability.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

6. Chronological summary of events leading to this determination:

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical

Technology ("Fraunhofer ICT") to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional incidents in the United States (two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years)). These incidents all occurred in Honda Civic or Toyota Corolla vehicles.

April 2013 – Based on its investigation, Takata submitted a defect information report ("DIR"), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata's Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata's Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata's highest priority is safety, and in light of the Company's desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA's request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct

the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Four of these involved PSPI-L inflators installed in Toyota Corolla vehicles. Three of these incidents occurred in Puerto Rico and the remaining incident occurred in Texas.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 3,932 Honda PSPI inflators. Of those inflators, 20 ruptured during this testing, yielding a rupture rate of 0.51 percent. All of these test ruptures involved inflators returned from the high absolute humidity States listed in the first stage of the remedy program described in section 7 below.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long-term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research to date are

consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing.

Takata's testing indicates that vehicle and model design differences are associated with differences in outcomes. Significantly, Takata's test results indicate that the likelihood of a potential rupture is greater in the vehicle models identified in this report, due to as-yet unidentified factors.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Report.

7. Description of the remedy program:

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015 (the "Consent Order"), Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

Pursuant to the Consent Order, Takata will continue to test the subject inflator type in all makes, models, and model years of vehicles that are covered by a safety campaign or otherwise made available or obtained by Takata for testing, and Takata will report those results to NHTSA.

Consistent with paragraphs 4 and 9 of the Consent Order, ,this Report recommends and contemplates that the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under that approach, Takata plans to work with the manufacturer of the vehicles in which the subject inflators were installed (Honda) to implement an appropriate recall to replace the subject inflators first in high absolute humidity States, with any further expansion of the remedy program to proceed by geographic zones, contingent on subsequent orders that may be issued by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, as follows:

- The initial recall contemplated by this Report and the Consent Order would include the vehicle models listed in section 2 that were sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, and Mississippi;

- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri;

- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of Ohio, Indiana, New Jersey, West Virginia, the District of Columbia, Kansas, Pennsylvania, Washington, Massachusetts, Connecticut, Michigan, New York, Rhode Island, Oregon, Iowa, and Nebraska; and

- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any of the remaining States.

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

In re:	)
	)
EA15-001	)
Air Bag Inflator Rupture	)
	)
	)

CONSENT ORDER

This Consent Order is issued pursuant to the authority of the National Highway Traffic Safety Administration ("NHTSA"), an operating administration of the U.S. Department of Transportation, to resolve issues of liability raised in the above-captioned investigation, to mitigate and control risks of harm, and to promote public safety. This Consent Order sets forth the penalties, requirements, and performance obligations agreed to by TK Holdings Inc. ("Takata"), in connection with Takata's alleged failure to fully comply with the requirements of the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified (the "Safety Act"), 49 U.S.C. § 30101, *et seq.*, and applicable regulations thereunder, as detailed herein.

The Consent Order of May 18, 2015, issued by NHTSA in this matter and agreed to by Takata, remains in effect and is hereby incorporated by reference, and its terms and conditions are made a part of this Consent Order as if set forth fully herein.

I. NATURE OF THE ACTION

1. The Safety Act provides for regulation of motor vehicles and motor vehicle equipment by the Secretary of Transportation. The Secretary has delegated his authorities under the Safety Act to the NHTSA Administrator, 49 C.F.R. §§ 1.95(a), 501.2(a)(1).

2. The Safety Act and applicable regulations impose certain obligations on manufacturers of motor vehicles and motor vehicle equipment to provide timely notice to NHTSA in particular circumstances where the manufacturer has determined in good faith that its motor vehicles or items of equipment contain a defect related to motor vehicle safety or do not comply with a Federal Motor Vehicle Safety Standard. *See* 49 U.S.C. § 30118(c); 49 C.F.R. § 573.3(e)(f); 49 C.F.R. § 573.6(a). Such notice, in the form of a Defect Information Report, is required not more than five working days after the manufacturer knew or should have known of a potential defect in its motor vehicle or motor vehicle equipment that poses an unreasonable risk to safety, or a non-compliance in its vehicles or equipment. *See* 49 C.F.R. § 573.6(a); *see also United States v. General Motors Corp.*, 656 F. Supp. 1555, 1559 n.5 (D.D.C. 1987); *United States v. General Motors Corp.*, 574 F. Supp. 1047, 1049-50 (D.D.C. 1983).

3. The Safety Act and applicable regulations impose certain obligations on manufacturers to preserve records that are needed for the proper investigation, and adjudication or other disposition, of possible defects related to motor vehicle safety. 49 U.S.C. § 30166(e); 49 C.F.R. § 576.2. The records to be maintained by manufacturers include documentary materials that contain information concerning malfunctions that may be related to motor vehicle safety. 49 C.F.R. § 576.6. Such malfunctions include any failure in performance that could, in any reasonably foreseeable manner, be a causative factor in, or aggravate, an accident or an injury to a person. 49 C.F.R. § 576.8.

4. The Safety Act and applicable regulations impose certain obligations on manufacturers to provide timely, accurate, and complete information and cooperation in response to requests from NHTSA in connection with the investigation of potential risks to safety. *See* 49 U.S.C. §§ 30166(c), 30166(e).

5. A person who violates the defect notification requirements of the Safety Act, or a regulation thereunder, is currently liable to the United States Government for a civil penalty of not more than $7,000 for each violation, subject to a limit of $35,000,000 for a related series of violations. *See* 49 U.S.C. § 30165(a)(1); 49 C.F.R. § 578.6(a)(1). A person who fails to comply with the records retention and/or reporting obligations of section 30166 is currently liable for penalties of up to $7,000 per day per violation, subject to a limit of $35,000,000 for a related series of violations. 49 U.S.C. § 30165(a)(3); 49 C.F.R. § 578.6(a)(3). A separate violation occurs for each item of motor vehicle equipment and for each failure or refusal to allow or perform a required act. 49 U.S.C. § 30165(a)(1); 49 C.F.R. § 578.6(a)(1).

6. Takata is a manufacturer of motor vehicle equipment within the meaning of the Safety Act, *see* 49 U.S.C. §§ 30102(a)(5), 30102(a)(7), and a person within the meaning of 49 U.S.C. § 30165.

II. BACKGROUND

7. On June 11, 2014, NHTSA opened a formal defect investigation (Preliminary Evaluation, PE14-016) into certain Takata air bag inflators that may become over-pressurized and rupture during air bag deployment, resulting in injury to the driver and/or passenger.

8. During the course of PE14-016, NHTSA issued two Special Orders to Takata, one on October 30, 2014 and one on November 18, 2014, and one General Order to Takata and the affected motor vehicles manufacturers on November 18, 2014, all of which requested documents and information related to the investigation.

9. On February 24, 2015, NHTSA upgraded and expanded its investigation to include various model year 2001-2011 motor vehicles, which contain air bag inflators manufactured by Takata (Engineering Analysis, EA15-001).

10. On May 18, 2015, Takata filed four Defect Information Reports with NHTSA in accordance with 49 C.F.R. § 573.6 (the "Takata DIRs"). In those Takata DIRs, Takata identified a defect related to motor vehicle safety that may arise in some of the frontal air bag inflator types that it has manufactured. The Takata DIRs have been designated by NHTSA as Recall Nos. 15E-040, 15E-041, 15E-042, and 15E-043.

11. On May 18, 2015, in connection with the filing of the Takata DIRs, Takata agreed to and NHTSA issued a Consent Order in EA15-001 (the "First Takata Consent Order"). Under the terms of the First Takata Consent Order, Takata was required to continue its cooperation in NHTSA investigation EA15-001; continue its cooperation in all regulatory actions and proceedings that may become part of NHTSA's ongoing investigation and oversight of Takata air bag inflators; submit a plan to NHTSA outlining the steps Takata would take to maximize recall completion rates (the "'Get the Word Out' Digital Outreach Plan"); and submit a plan to provide NHTSA with test data and other information regarding the service life and safety of the remedy inflators (the "Proposed Plan to Test the Service Life and Safety of Certain Inflators"). *See* First Takata Consent Order at ¶¶ 7, 10. To date, Takata has substantially complied with the First Takata Consent Order.

12. On June 5, 2015, NHTSA issued a Notice of Coordinated Remedy Program Proceeding for the Replacement of Certain Takata Air Bag Inflators, and opened Docket No. NHTSA-2015-0055, to determine what action, if any, the agency should undertake to prioritize, organize, and phase the recall and remedy programs related to the Takata DIRs. *See* 80 Fed. Reg. 32197 (June 5, 2015).

13. Since commencing the Coordinated Remedy Program Proceeding, NHTSA has issued two additional Special Orders to Takata - one on June 19, 2015 and one on August 13,

2015. The Special Orders sought documents and information relevant to NHTSA's investigation and the Coordinated Remedy Program Proceeding. To date, Takata has substantially complied with these Special Orders.

III. FINDINGS

14. During the course of NHTSA's investigation, including its review of Takata's responses to the Special Orders issued by NHTSA, its review of documents produced by Takata, and its review of information proactively disclosed by Takata, the agency has discovered facts and circumstances indicating that Takata may have violated the Safety Act and the regulations thereunder in at least some respects; including possible violations of 49 U.S.C. § 30118(c)(1), 49 U.S.C. § 30119(c)(2), 49 U.S.C. § 30166, 49 C.F.R. § 573.3(e)-(f), and 49 C.F.R. § 573.6(b). It is the mutual desire of NHTSA and Takata to resolve these alleged violations, without the need for further action, to avoid the legal expenses and other costs of a protracted dispute and potential litigation, as well as to establish remedial measures with the purpose of mitigating risk and deterring future violations.

15. More specifically, during the course of NHTSA's investigation, the agency has discovered facts and circumstances indicating that:

a. Takata failed to provide notice to NHTSA of the safety-related defect that may arise in some of the inflators that are the subjects of Recall Nos. 13E-017, 14E-073, 15E-040, 15E-041, 15E-042, and 15E-043 within five working days of when Takata determined, or in good faith should have determined, the existence of that defect.

b. In several instances, Takata produced testing reports that contained selective, incomplete, or inaccurate data.

c. Takata failed to clarify inaccurate information provided to NHTSA, including, but not limited to, during a presentation made to the agency in January 2012.

d. Takata failed to comply fully with the instructions contained in the Special Orders issued by NHTSA on October 30, 2014 and November 18, 2014, as set forth more fully in the agency's February 20, 2015 letter to Takata.

IV. LEGAL AUTHORITY

16. NHTSA issues this Consent Order pursuant to its authority under the Safety Act, 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2(a)(1), including, among other things, its authority to inspect and investigate, 49 U.S.C. § 30166(b)(1); compromise the amount of civil penalties, 49 U.S.C. § 30165(b); ensure that defective vehicles and equipment are recalled, 49 U.S.C. §§ 30118-30119; ensure the adequacy of recalls, 49 U.S.C. § 30120(c)(1); accelerate remedy programs, 49 U.S.C. § 30120(c)(3); and require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g). In consideration of Takata's entry into this Consent Order and its commitments outlined below, it is AGREED by Takata and ORDERED by NHTSA as follows:

V. TERMS AND CONDITIONS OF CONSENT ORDER

Safety Act Admissions

17. Takata admits that it did not satisfy the notice provisions of the Safety Act when it failed to provide notice to NHTSA of certain information potentially relevant to one or more of the safety-related defects that may arise in some of the inflators that are the subjects of Recall Nos. 13E-017, 14E-073, 15E-040, 15E-041, 15E-042, and 15E-043 within the five-day period provided by the Safety Act and regulations prescribed thereunder in 49 U.S.C. § 30118(c)(1),

49 U.S.C. § 30119(c)(2), 49 C.F.R. § 573.3(e)-(f), and 49 C.F.R. § 573.6(b), which at the time Takata did not believe was required.

18. Takata admits that it failed to provide, within the time limits requested by NHTSA, an explanation of certain documents produced to NHTSA pursuant to the Special Orders issued by NHTSA on October 30, 2014 and November 18, 2014.

Civil Penalty

19. Subject to the terms in the remainder of this Paragraph 19, Takata shall pay a civil penalty in the sum of two hundred million dollars ($200,000,000) in connection with the matters addressed in this Consent Order, as follows:

a. The sum of seventy million dollars ($70,000,000) shall be paid as the Civil Penalty Amount in accordance with the instructions set forth in Paragraph 20.

b. The sum of sixty million dollars ($60,000,000), in the form of Stipulated Civil Penalties, shall be deferred and held in abeyance pending satisfactory completion of Paragraph 26.b.

c. The sum of seventy million dollars ($70,000,000), in the form of Liquidated Penalties, shall be deferred and held in abeyance, and shall become due and payable in the increments described in Paragraphs 26.a. and 47 below, in the event NHTSA determines that Takata entered into any new contract for the manufacture and sale of any Takata PSAN inflator after the date of this Consent Order, or committed a violation of the Safety Act or the regulations prescribed thereunder, which was not disclosed to NHTSA as of the date of this Consent Order.

20. Takata shall pay the Civil Penalty Amount of seventy million dollars ($70,000,000) in six lump-sum payments by electronic funds transfer to the U.S. Treasury, in

accordance with the instructions provided by NHTSA. The payments shall be made on the following schedule:

	Date	Amount
First Payment	February 1, 2016	$10,000,000
Second Payment	October 31, 2016	$10,000,000
Third Payment	October 31, 2017	$10,000,000
Fourth Payment	October 31, 2018	$10,000,000
Fifth Payment	October 31, 2019	$15,000,000
Sixth Payment	October 31, 2020	$15,000,000

21. Takata admits that it has an obligation to the United States in the amount of two hundred million dollars ($200,000,000), as provided for in Paragraph 19 above, arising from activities under the jurisdiction of the U.S. Department of Transportation and subject to the Federal Claims Collection Act of 1966, as amended and codified at 31 U.S.C. § 3701, *et seq.* (hereinafter the "Claims Collection Act").

22. If Takata fails to make the payment of the Civil Penalty Amount set forth in Paragraph 20 above, or any payment of Stipulated Civil Penalties or Liquidated Penalties, as may be imposed in accordance with Paragraphs 26.a., 26.b., and 47, on or before their respective due dates, Takata shall be in default of this Consent Order and any unpaid amounts shall become immediately due and owing. In that event, (i) Takata agrees not to contest any collection action undertaken by NHTSA or the United States pursuant to the Claims Collection Act and U.S. Department of Transportation regulations, 49 C.F.R. § 89, either administratively or in any court, and (ii) Takata shall affirmatively waive any and all defenses or rights that would otherwise be available to it in any such collection proceeding. In addition, in such a proceeding, Takata shall pay the United States all reasonable costs of collection and enforcement, including attorneys' fees and expenses.

23. In determining the appropriate amount of the civil penalty to be imposed, the agency has taken into consideration the purpose and objectives of the Safety Act (including the relevant factors set forth at 49 U.S.C. § 30165(c)), as well as the actions and commitments of Takata, including: Takata's willingness to enter into this Consent Order; Takata's decision to terminate certain employees; Takata's continued commitment to cooperate in the agency's ongoing investigation of air bag inflator ruptures, EA15-001, and its commitment to cooperate in the Coordinated Remedy Program announced by NHTSA on November 3, 2015, as set forth in Paragraph 32 below; Takata's commitment to improving its internal safety culture, as set forth in Paragraph 33 below; and the substantial costs Takata will incur in implementing and completing its "Get the Word Out" Digital Outreach Plan, its Proposed Plan to Test the Service Life and Safety of Certain Inflators, and the other obligations of this Consent Order.

Phase Out of Certain Takata PSAN Inflators

24. Takata states that air bags equipped with inflators containing phase-stabilized ammonium nitrate-based propellants (the "Takata PSAN inflators") have generally performed as intended and in the vast majority of cases deploy safely and are effective in saving lives and preventing serious injuries in motor vehicle accidents. Takata further states that it continues to have confidence in the safety of the Takata PSAN inflators it is manufacturing for use in air bags. NHTSA does not share this same confidence in the long-term performance of such inflators, particularly those that do not contain a desiccant;[1] including, but not limited to, the following inflator types: SDI, PSDI, PSDI-4, PSDI-4K, SPI, PSPI, and PSPI-L (the "non-desiccated Takata PSAN inflators"). In order to reach this resolution with NHTSA, and

[1] A desiccant is hygroscopic substance that has a high affinity for moisture and is used as a drying agent.

considering the commercial needs of its customers, Takata has agreed to phase out of the manufacture and sale of certain Takata PSAN inflators, as described below.

25. To mitigate and control the risk of serious injury or death due to an air bag inflator rupture, and in light of the significant population of vehicles containing Takata inflators, as well as Takata's current understanding of the defect that may arise in some inflators, as set forth in the Takata DIRs (*i.e.*, that "the inflator ruptures appear to have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity"), the agency believes there is a principled basis to allow Takata, on the schedule set forth below, to phase out of its manufacture and sale of certain Takata PSAN inflators and to continue testing the safety and service life of the Takata PSAN inflators, as set forth in Paragraphs 26-28 below. Based upon the agency's analysis and judgment, this approach best meets the objectives of the Safety Act, while taking into account the size of the affected vehicle population, the apparent nature of the defect mechanism, and other factors as they are best known and understood as of the date of this Consent Order. That being said, NHTSA states that Takata has studied this complex problem for at least the last eight years and, to date, does not have a definitive root cause. The agency does not believe that the American public will be well served if the root cause investigation continues indefinitely. The agency further believes there is a principled basis to require Takata to either demonstrate the safety of the Takata PSAN inflators, or file Defect Information Reports, as set forth in Paragraphs 29-30 below.

NHTSA reserves the right to alter the schedules set forth in Paragraphs 26 and 30 through a final order if NHTSA determines that such alteration is required by the Safety Act based on the occurrence of future field ruptures, testing (whether conducted by Takata, NHTSA, or any other

third party), or other circumstances to mitigate an unreasonable risk to safety within the meaning of the Safety Act. Any such order altering the schedules set forth in Paragraphs 26 and 30 will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

26. **New and Existing Contracts.** Takata shall phase out of the manufacture and sale of certain Takata PSAN inflators for use in the United States, as set forth in this Paragraph.

a. With respect to new contracts, Takata shall not, and hereby represents that it has not since October 31, 2015, commit, contract for sale or resale, offer, provision for use, or otherwise agree to place into the stream of commerce of the United States any Takata PSAN inflator, regardless of whether it contains 2004 propellant or 2004L propellant, and regardless of whether or not it contains desiccant. If Takata violates this Paragraph 26.a., then Takata shall pay Liquidated Penalties as follows: for the first such violation, Takata shall make a lump-sum payment of five million dollars ($5,000,000); for the second such violation, Takata shall make a lump-sum payment of ten million dollars ($10,000,000); and for the third such violation, Takata shall make a lump-sum payment of twenty million dollars ($20,000,000). Each payment of such Liquidated Penalties shall be made by electronic funds transfer to the U.S. Treasury within ten

business days of a final determination of the violation by NHTSA (following a reasonable opportunity for Takata to seek review of the determination), in accordance with the instructions provided by NHTSA. Nothing in this paragraph bars Takata from (1) selling or shipping service or replacement parts for the types of inflators covered by supply contracts existing prior to October 31, 2015, or (2) committing, selling, offering, provisioning for use, or otherwise agreeing to supply Takata PSAN inflator types that contain desiccant in lieu of non-desiccated Takata PSAN inflators; provided, however, that the manufacture and sale may be limited in case of: (i) any non-desiccated Takata PSAN inflators by Paragraph 26.b. and (ii) any desiccated Takata PSAN inflators (as defined in Paragraph 26.c. below) by Paragraph 26.c.

b. With respect to contracts entered into before October 31, 2015, under which Takata is currently obligated to manufacture and sell non-desiccated Takata PSAN inflators in the future, Takata shall phase out of the manufacture and sale of such non-desiccated Takata PSAN inflators for use in the United States, including for use as remedy parts in connection with any existing recall campaign, on the following schedule:

[SCHEDULE FOLLOWS ON NEXT PAGE]

Deadline	Description of Phase Out Commitment
By Dec. 31, 2015	Less than 50% of driver inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2016	Less than 10% of driver inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators, and none of which shall contain the "Batwing" shaped propellant wafer.
By Dec. 31, 2017	Takata will stop supplying non-desiccated Takata PSAN driver inflators for use in the U.S., subject to de minimis exceptions for the necessary supply of service parts, but only as approved by NHTSA in writing.
By Dec. 31, 2016	Less than 50% of passenger and side inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2017	Less than 10% of passenger and side inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2018	Takata will stop supplying non-desiccated Takata PSAN passenger and side inflators for use in the U.S., subject to de minimis exceptions for the necessary supply of service parts, but only as approved by NHTSA in writing.

Takata shall submit to NHTSA a declaration executed by a senior officer, under oath and pursuant to 28 U.S.C. § 1746, within fourteen business days after each deadline set forth above, certifying that it has met the deadline. For purposes of meeting each deadline, Takata may rely on reasonable, good faith estimates or on reasonable representations from vehicle manufacturers in identifying or quantifying inflators produced for use in the United States. If Takata fails to comply with any deadline set forth in this Paragraph 26.b., then Takata shall pay Stipulated Civil Penalties in the amount of $10 million per deadline missed. To the extent such stipulated penalties become due and owing, they shall be paid by wire transfer within ten business days of the missed deadline in accordance with the instructions provided by NHTSA. The payment of Stipulated Civil Penalties **does not** relieve Takata of its obligation to perform as required by this Paragraph 26.b., the continued failure of which may be the subject of a civil action compelling Takata's specific performance.

c. With respect to contracts entered into before October 31, 2015, under which Takata is currently obligated to manufacture and sell Takata PSAN inflator types that contain desiccant (the "desiccated Takata PSAN inflators"), including, but not limited to, SDI-X, PSDI-5, PSDI-X, SPI-X, PSPI-X, SDI-X 1.7, PDP, and SDP, Takata may continue to manufacture and sell such inflators in accordance with those existing contracts and purchase orders. However, NHTSA reserves the right to order Takata to phase out of the manufacture and sale of the desiccated Takata PSAN inflators if NHTSA determines that such a phase out is required by the Safety Act based on the occurrence of future field ruptures, testing (whether conducted by Takata, NHTSA, or any other third party), or other circumstances to mitigate an unreasonable risk to safety within the meaning of the Safety Act. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

Further Testing of Takata PSAN Inflators and Potential Future Recalls

27. **Testing of Non-Desiccated Takata PSAN Inflators.** Takata shall continue its current service life and safety testing of non-desiccated Takata PSAN inflators. Takata shall

provide frequent updates to NHTSA on the status of this effort and test results, and shall respond fully and accurately to any request for information by the agency.

28. **Testing of Desiccated Takata PSAN Inflators.** Takata shall extend its current service life and safety testing to include testing of desiccated Takata PSAN inflators, with the cooperation of the vehicle manufacturers, to determine the service life and safety of such inflators, and to determine whether, and to what extent, these inflator types suffer from a defect condition, regardless of whether it is the same or similar to the conditions at issue in the Takata DIRs. Takata shall provide frequent updates to NHTSA on the status of this effort and test results, and shall respond fully and accurately to any request for information by the agency.

29. **Agency Defect Determinations.** At any time, the Associate Administrator for Enforcement may make a determination that a defect within the meaning of the Safety Act – *i.e.*, a defect that presents an unreasonable risk to safety – exists in any Takata PSAN inflator type, whether non-desiccated or desiccated, based upon: (a) the occurrence of a field rupture(s) of that Takata PSAN inflator type, (b) testing data and analysis relating to the propensity for rupture of that Takata PSAN inflator type, (c) Takata's ultimate determinations concerning the safety and/or service life of any Takata PSAN inflator type, (d) the determination of root cause of inflator ruptures by any credible source, or (e) other appropriate evidence. Within five business days of receiving such a determination by NHTSA, which shall set forth the basis for the defect determination, Takata shall either submit an appropriate Defect Information Report to the agency or provide written notice that it disputes NHTSA's defect determination. Takata may consult with affected vehicle manufacturers and, upon a schedule to be determined by the Administrator, may present evidence supporting its position, after which the Administrator shall make a final decision. If, after consideration of Takata's submission, the Administrator ultimately concludes

that a defect related to motor vehicle safety exists, then he or she may issue a final order directing Takata to submit the appropriate Defect Information Report(s) to the agency within five business days of the issuance of the order. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

30. ***De Facto* Defect Determinations.** If no root cause of field ruptures of the relevant type of inflator has been determined by Takata or any other credible source, or if Takata has not otherwise been able to make a showing to NHTSA concerning the safety and/or service life of any of the Takata PSAN inflators to NHTSA's satisfaction by December 31, 2018 for non-desiccated Takata PSAN inflators and by December 31, 2019 for desiccated Takata PSAN inflators, then the Administrator may issue one or more final orders setting forth a schedule on which Takata shall submit Defect Information Reports to the agency for the relevant Takata PSAN inflators. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a

civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

31. Nothing in this Consent Order, specifically including Paragraphs 25-30, shall relieve Takata of its obligation to make any defect determination and/or to file any Defect Information Report that is required by 49 C.F.R. §§ 573.3(e)-(f), and 573.6(a).

Other Performance Obligations

32. **Cooperation.**

a. Takata shall comply with its obligations under the Safety Act, and regulations prescribed thereunder, to take all actions reasonably necessary to comply with this Consent Order and to cooperate with NHTSA in carrying out the requirements of this Consent Order. Takata's reasonable best efforts shall include, but shall not be limited to, (i) providing prompt notice to NHTSA in the event any requirement of this Consent Order cannot be met or timely met; and (ii) ensuring that Takata employees involved in carrying out the requirements of this Consent Order are kept well-informed and are allocated sufficient time during their working hours to enable them thoroughly and effectively to perform the actions necessary to carry out those requirements.

b. Takata shall continue to cooperate with NHTSA in its ongoing investigation and oversight of Takata air bag inflators, including, but not limited to, NHTSA Investigation EA15-001.

c. Takata shall continue to cooperate in all regulatory actions and proceedings that are part of NHTSA's ongoing investigation and oversight of defective Takata air bag inflators and accompanying remedial actions, including, but not limited to,

the Coordinated Remedy Program, as announced by NHTSA in the Coordinated Remedy Order issued on November 3, 2015.

33. **Internal Safety Culture Improvements.** Takata shall work diligently to correct any lapses and improve its safety culture, as follows:

a. *Report of Internal Investigation.* Through counsel, Takata shall provide a detailed written report to NHTSA regarding the history of the rupturing inflator issues giving rise to Recall Nos. 15E-040, 15E-041, 15E-042, and 15E-043 no later than June 30, 2016. The written report shall include a summary of the facts, internal discussions and decision-making, safety lapses that Takata has uncovered, and steps taken by Takata to mitigate the risk. Takata shall not assert any claim of confidentiality or privilege with respect to this report, which shall be made publicly available by NHTSA.

b. *Confirmation of Employee Termination.* Within sixty days of the execution of this Consent Order, Takata shall submit written notice to NHTSA, confirming the identities of the individuals whose employment has been terminated as a result of, or in relation to, Takata's review of the subject matter of this Consent Order.

c. *Chief Safety Assurance and Accountability Officer.* Within sixty days following execution of this Consent Order, Takata shall designate a Chief Safety Assurance and Accountability Officer, who shall have independent authority within Takata to oversee compliance by Takata and its employees with the process improvements, written procedures, and training programs established by the Monitor. The Chief Safety Assurance and Accountability Officer is a permanent position and shall report directly to the board of directors of Takata. Takata shall provide him or her with sufficient staff and resources to carry out the duties contemplated by this Paragraph 33.c.

fully, efficiently, and without the need for burdensome approvals or administrative delays.

d. *Improvements to Internal Whistleblower Reporting.* Takata shall ensure that its existing whistleblower process permits and encourages its employees to expeditiously report concerns regarding irregularities in customer test data, malfunctions, actual or potential safety-related defects, or actual or potential noncompliance with Federal Motor Vehicle Safety Standards. Takata shall establish and rigorously enforce a non-retaliation policy for employees who report such concerns. No later than ninety days following execution of this Consent Order, Takata shall provide NHTSA with written documentation describing the process and policy for whistleblower reporting, as described in this Paragraph 33.d.

34. **Meetings with NHTSA.** Takata shall meet with NHTSA within ninety days of the execution of this Consent Order to discuss the steps it has taken pursuant to this Consent Order, and the process improvements, written procedures, and training programs being developed and implemented by the Monitor and Chief Safety Assurance and Accountability Officer. Takata shall work with NHTSA to evaluate which recommendations, process improvements, and training programs are appropriate for implementation and will develop a detailed written plan to implement any recommendations deemed appropriate. Takata shall thereafter meet with NHTSA on a quarterly basis for one year to discuss Takata's implementation of any recommendations NHTSA determines are appropriate. Takata agrees that, absent compelling circumstances, Kevin M. Kennedy, Executive Vice President of Takata (or his successor, if applicable), will attend the meetings, along with any other Takata officials, employees, or representatives whom Takata considers appropriate attendees. NHTSA may

extend the period of time for periodic meetings (no more frequently than once per quarter) pursuant to this Paragraph 34 for up to the term of this Consent Order.

Independent Monitor

Takata agrees to retain, at its sole cost and expense, an independent monitor (the "Monitor") whose powers, rights and responsibilities shall be as set forth below.

35. **Jurisdiction, Powers, and Oversight Authority.** The scope of the Monitor's authority is: (i) to review and assess Takata's compliance with this Consent Order, including, but not limited to, Takata's phasing out of the manufacture and sale of PSAN inflators, as described in Paragraph 26, its testing efforts, as set forth in Paragraphs 27-28, and the internal safety improvements described in Paragraph 33.a.-d. above; (ii) to monitor Takata's compliance with the First Takata Consent Order, including its compliance with, and any alterations to, its "Get the Word Out" Digital Outreach Plan and its Proposed Pan to Test the Service Life and Safety of Certain Inflators; and (iii) to oversee, monitor, and assess compliance with the Coordinated Remedy Program, as set forth in the Coordinated Remedy Order issued by NHTSA on November 3, 2015.

It is expected and agreed that the Monitor will develop and implement process improvements, written procedures, and training programs and may make additional recommendations aimed at enhancing Takata's ability to detect, investigate, and resolve potential safety related concerns. The Monitor will oversee the activities of the Chief Safety Assurance and Accountability Officer and, in the event of a dispute, the advice and recommendations of the Monitor will be controlling. The Monitor is not intended to supplant NHTSA's authority over decisions related to motor vehicle safety. Except as expressly set forth below, the authority granted to the Monitor shall not include the authority to exercise oversight, or to participate in,

decisions by Takata about product offerings, decisions relating to product development, engineering of equipment, capital allocation, and investment decisions.

The Monitor's jurisdiction, powers, and oversight authority and duties are to be broadly construed, subject to the following limitation: the Monitor's responsibilities shall be limited to Takata's activities in the United States, and to the extent the Monitor seeks information outside the United States, compliance with such requests shall be consistent with the applicable legal principles in that jurisdiction. Takata shall adopt all recommendations submitted by the Monitor unless Takata objects to any recommendation and NHTSA agrees that adoption of such recommendation should not be required.

36. **Access to Information.** The Monitor shall have the authority to take such reasonable steps, in the Monitor's view, as necessary to be fully informed about those operations of Takata within or related to his or her jurisdiction. To that end, the Monitor shall have:

a. Access to, and the right to make copies of, any and all non-privileged books, records, accounts, correspondence, files, and any and all other documents or electronic records, including e-mails, of Takata and its subsidiaries, and of officers, agents, and employees of Takata and its subsidiaries, within or related to his or her jurisdiction that are located in the United States; and

b. The right to interview any officer, employee, agent, or consultant of Takata conducting business in or present in the United States and to participate in any meeting in the United States concerning any matter within or relating to the Monitor's jurisdiction; provided, however, that during any such interview, such officer, employee, agent, or consultant shall have the right to counsel and shall not be required to disclose privileged information.

c. To the extent that the Monitor seeks access to information contained within privileged documents or materials, Takata shall use its best efforts to provide the Monitor with the information without compromising the asserted privilege.

37. **Confidentiality.**

a. The Monitor shall maintain the confidentiality of any non-public information entrusted or made available to the Monitor. The Monitor shall share such information only with NHTSA, except that the Monitor may also determine in consultation with NHTSA that such information should be shared with the U.S. Department of Justice and/or other federal agencies.

b. The Monitor shall sign a non-disclosure agreement with Takata prohibiting disclosure of information received from Takata to anyone other than NHTSA or anyone designated by NHTSA or hired by the Monitor. Within thirty days after the end of the Monitor's term, the Monitor shall either return anything obtained from Takata, or certify that such information has been destroyed. Anyone hired or retained by the Monitor shall also sign a non-disclosure agreement with similar return or destruction requirements as set forth in this subparagraph.

38. **Hiring Authority.** The Monitor shall have the authority to employ, subject to ordinary and customary engagement terms, legal counsel, consultants, investigators, experts, and any other personnel reasonably necessary to assist in the proper discharge of the Monitor's duties.

39. **Implementing Authority.** The Monitor shall have the authority to take any other actions in the United States that are reasonably necessary to effectuate the Monitor's oversight and monitoring responsibilities.

40. **Selection and Termination.**

a. *Term.* The Monitor's authority set forth herein shall extend for a period of five years from the commencement of the Monitor's duties, except that (a) in the event NHTSA determines during the period of the Monitorship (or any extensions thereof) that Takata has violated any provision of this Consent Order, an extension of the period of the Monitorship may be imposed in the sole discretion of NHTSA, up to an additional one-year extension, but in no event shall the total term of the Monitorship exceed the term of this Consent Order; and (b) in the event NHTSA, in its sole discretion, determines during the period of the Monitorship that the employment of a Monitor is no longer necessary to carry out the purposes of this Agreement, NHTSA may shorten the period of the Monitorship, in accordance with subparagraph c.

b. *Selection.* NHTSA shall consult with Takata, including soliciting nominations from Takata, using its best efforts to select and appoint a mutually acceptable Monitor (and any replacement Monitors, if required) as promptly as possible. In the event NHTSA is unable to identify a Monitor who is acceptable to Takata, NHTSA shall have the sole right to select a Monitor (and any replacement Monitors, if required).

c. *Termination.* NHTSA shall have the right to terminate the retention of the Monitor at any time for cause, which termination shall be effective immediately. Termination for cause shall include termination for: (i) intentional nonperformance, misperformance, or gross negligence in the performance of the duties set forth in Paragraph 35; (ii) failure to report to NHTSA in the timeframe and manner specified in Paragraph 42; (iii) willful dishonesty, fraud or misconduct; (iv) conviction of, or a plea of nolo contendere to, a felony or other crime involving moral turpitude; or (v) the

commission of any act materially inconsistent with the object and purpose of this Consent Order and/or the Safety Act.

Upon the mutual agreement of NHTSA and Takata, the Monitor's retention may be terminated without cause upon thirty days prior written notice to the Monitor.

41. **Notice regarding the Monitor; Monitor's Authority to Act on Information received from Employees; No Penalty for Reporting.** Takata shall establish an independent, toll-free answering service to facilitate communication anonymously or otherwise with the Monitor. Within ten days of the commencement of the Monitor's duties, Takata shall advise its employees of the appointment of the Monitor, the Monitor's powers and duties as set forth in this Agreement, a toll-free telephone number established for contacting the Monitor, and email and mail addresses designated by the Monitor. Such notice shall inform employees that they may communicate with the Monitor anonymously or otherwise, and that no agent, consultant, or employee of Takata shall be penalized in any way for providing information to the Monitor (unless the Monitor determines that the agent, consultant, or employee has intentionally provided false information to the Monitor). In addition, such notice shall direct that, if an employee is aware of any violation of any law or any unethical conduct that has not been reported to an appropriate federal, state or municipal agency, the employee is obligated to report such violation or conduct to the Monitor. The Monitor shall have access to all communications made using this toll-free number. The Monitor has the sole discretion to determine whether the toll-free number is sufficient to permit confidential and/or anonymous communications or whether the establishment of an additional or different toll-free number is required.

42. **Reports to NHTSA.** The Monitor shall keep records of his or her activities, including copies of all correspondence and telephone logs, as well as records relating to actions

taken in response to correspondence or telephone calls. If potentially illegal or unethical conduct is reported to the Monitor, the Monitor may, at his or her option, conduct an investigation, and/or refer the matter to NHTSA and/or the U.S. Department of Justice. The Monitor may report to NHTSA whenever the Monitor deems fit but, in any event, shall file written reports not less often than every four months regarding: the Monitor's activities; whether Takata is complying with the terms of this Consent Order; any changes that are necessary to foster Takata's compliance with the Safety Act and/or any regulation promulgated thereunder; and any developments associated with the Coordinated Remedy Program. Sixty days prior to the scheduled expiration of his or her term, the Monitor shall submit a closing report to NHTSA assessing Takata's record of compliance with the requirements of the Consent Order.

43. **Cooperation with the Monitor.**

a. Takata and all of its officers, directors, employees, agents, and consultants shall have an affirmative duty to cooperate with and assist the Monitor in the execution of his or her duties and shall inform the Monitor of any non-privileged information that may relate to the Monitor's duties or lead to information that relates to his or her duties. Failure of any Takata officer, director, employee, or agent to cooperate with the Monitor may, in the sole discretion of the Monitor, serve as a basis for the Monitor to recommend dismissal or other disciplinary action.

b. On a monthly basis for a period of one year, the Chief Safety Assurance and Accountability Officer shall provide the Monitor with a written list of every safety-related issue concerning any item of equipment manufactured by Takata that is being investigated, reviewed, or monitored by Takata. The Monitor shall include these issues in the reports to NHTSA under Paragraph 42.

44. **Compensation and Expenses.** Although the Monitor shall operate under the supervision of NHTSA, the compensation and expenses of the Monitor, and of the persons hired under his or her authority, shall be paid by Takata. The Monitor, and any persons hired by the Monitor, shall be compensated in accordance with their respective typical hourly rates. Takata shall pay bills for compensation and expenses promptly, and in any event within thirty days. In addition, within one week after the selection of the Monitor, Takata shall make available reasonable office space, telephone service and clerical assistance sufficient for the Monitor to carry out his or her duties.

45. **Indemnification.** Takata shall provide an appropriate indemnification agreement to the Monitor with respect to any claims arising out of the proper performance of the Monitor's duties.

46. **No Affiliation.** The Monitor is not, and shall not be treated for any purpose, as an officer, employee, agent, or affiliate of Takata.

47. **Liquidated Penalties.** Should NHTSA reasonably determine, whether based on notice from the Monitor as provided in Paragraph 42 above, on documents that become public, but were not produced to NHTSA in accordance with any of the agency's Special Orders to Takata, or on NHTSA's own investigation, that Takata had committed a violation of the Safety Act or the regulations prescribed thereunder, which was not disclosed to NHTSA as of the date of this Consent Order, Takata shall pay Liquidated Penalties in accordance with this Paragraph 47; provided, however, that Takata reserves the right to argue that its actions did not constitute a violation of the Safety Act or the regulations prescribed thereunder, or that such violation was disclosed to NHTSA as of the date of this Consent Order. For the first such violation, Takata shall make a lump-sum payment of five million dollars ($5,000,000); for the second such

violation, Takata shall make a lump-sum payment of ten million dollars ($10,000,000); and for the third such violation, Takata shall make a lump-sum payment of twenty million dollars ($20,000,000). Each payment of such Liquidated Penalties shall be made by electronic funds transfer to the U.S. Treasury within ten business days of a final determination of the violation by NHTSA (following a reasonable opportunity for Takata to seek review of the determination), in accordance with the instructions provided by NHTSA.

VI. TERM OF CONSENT ORDER

48. Unless otherwise specified, the term of this Consent Order and Takata's performance obligations thereunder is five years from the date of execution; provided, however, that NHTSA may, at its sole option, extend the term of this Consent Order for one year if NHTSA reasonably decides that Takata should not be released from this Consent Order for failure to comply materially with one or more terms of this Consent Order, or for other good cause.

VII. AMENDMENT

49. This Consent Order cannot be modified, amended or waived except by an instrument in writing signed by all parties.

VIII. MISCELLANEOUS

50. **Investigation Remains Open.** Takata recognizes that NHTSA will keep the agency's investigation open in order to address the outstanding scientific and engineering questions with respect to the determination of root cause. Therefore, NHTSA's Investigation EA15-001 shall remain open until such time as NHTSA reasonably concludes, in its sole discretion and determination, that all issues thereunder have been satisfactorily resolved. Any

and all subsequent actions taken by NHTSA involving or related to the investigation into Takata air bag inflators may be included as part of EA15-001.

51. **Conflict.** In the event of a conflict between the terms and conditions of the First Takata Consent Order and this Consent Order, the terms and conditions of this Consent Order control.

52. **Notice.** Takata shall provide written notice of each required submission under this Consent Order by electronic mail to the Director of NHTSA's Office of Defects Investigation (currently Otto Matheke at Otto.Matheke@dot.gov), with copies to NHTSA's Associate Administrator for Enforcement (currently Frank Borris at Frank.Borris@dot.gov) and NHTSA's Assistant Chief Counsel for Litigation and Enforcement (currently Timothy H. Goodman at Tim.Goodman@dot.gov). For any matter requiring notice by NHTSA to Takata under this Consent Order, such notice shall be by electronic mail to D. Michael Rains, Director of Product Safety for Takata, at mike.rains@takata.com, and to Andrew J. Levander of Dechert LLP, outside counsel to Takata, at andrew.levander@dechert.com. The parties shall provide notice if the individuals holding these positions or their e-mail addresses change.

53. **Application of Federal Law.** Nothing in this Consent Order shall be interpreted or construed in a manner inconsistent with, or contravening, any federal law, rule, or regulation at the time of the execution of this Consent Order, or as amended thereafter.

54. **Release.**

a. Upon the expiration of the term of this Consent Order, the Secretary of Transportation, by and through the Administrator of NHTSA, will be deemed to have released Takata, including its current and former directors, officers, employees, agents, parents, subsidiaries, affiliates, successors, and assigns from liability for any additional

civil penalties pursuant to 49 U.S.C. § 30165, in connection with any and all violations of Takata's Safety Act obligations, including those expressly identified in this Consent Order, from the inception of the Safety Act through the execution date of this Consent Order.

b. This Consent Order does not release Takata from civil or criminal liabilities, if any, that may be asserted by the United States, the Department of Transportation, NHTSA, or any other governmental entity, other than as described in this Consent Order.

55. **Breach.** In the event of Takata's breach of, or failure to perform, any term of this Consent Order, NHTSA reserves the right to pursue any and all appropriate remedies, including, but not limited to, actions compelling specific performance of the terms of this Consent Order, assessing interest for untimely settlement payments, and/or commencing litigation to enforce this Consent Order in any United States District Court. Takata agrees that, in any such enforcement action, it will not raise any objection as to venue. Takata expressly waives any and all defenses, at law or in equity, and agrees not to plead, argue, or otherwise raise any defenses other than (i) that the payment of the Civil Penalty Amount, or of any other penalty amounts required by this Consent Order, if applicable, was made to NHTSA as set forth herein, (ii) that Takata has substantially complied with the terms of this Consent Order, and (iii) that NHTSA's subsequent orders under Paragraphs 25, 26, 29, 30, and 50, if issued, were arbitrary, capricious, or contrary to law, including the Safety Act.

56. **Attorneys' Fees.** The parties shall each bear their own respective attorneys' fees, costs, and expenses, except as provided in Paragraph 22 above.

57. **Authority.** The parties who are the signatories to this Consent Order have the legal authority to enter into this Consent Order, and each party has authorized its undersigned to execute this Consent Order on its behalf.

58. **Tax Deduction/Credit.** Takata agrees that it will not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, local, or foreign tax for any fine or civil penalty paid pursuant to this Consent Order.

59. **Corporate Change.** This Consent Order shall be binding upon, and inure to the benefit of, Takata and its current and former directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns. Takata agrees to waive any and all defenses that may exist or arise in connection with any person or entity succeeding to its interests or obligations herein, including as a result of any changes to the corporate structure or relationships among or between Takata and any of its parents, subsidiaries, or affiliates.

60. **Severability.** Should any condition or other provision contained herein be held invalid, void or illegal by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Consent Order and shall in no way affect, impair or invalidate any other provision of this Consent Order.

61. **Third Parties.** This Consent Order shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Order.

62. **Counterparts.** This Consent Order may be executed in counterparts, each of which shall be considered effective as an original signature.

63. **Effective Date.** This Consent Order shall be effective upon its full execution.

64. **Integration.** This Consent Order is a fully integrated agreement and shall in all respects be interpreted, enforced and governed under the federal law of the United States. This

Consent Order sets forth the entire agreement between the parties with regard to the subject matter hereof. There are no promises, agreements, or conditions, express or implied, other than those set forth in this Consent Order and the attachments thereto.

[SIGNATURES ON NEXT PAGE]

APPROVED AND SO ORDERED:

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

Dated: November 3, 2015

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

Mark R. Rosekind, Ph.D.
Administrator

Dated: November 3, 2015

By: _____

Paul A. Hemmersbaugh
Chief Counsel

Dated: November 3, 2015

By: _____

Timothy H. Goodman
Assistant Chief Counsel
for Litigation and Enforcement

Dated: November 3, 2015

By: _____

Elizabeth H. Mykytiuk
Trial Attorney

Dated: November 3, 2015

By: _____

Kara L. Fisener
Trial Attorney

Dated: November 3, 2015

By: _____

Arija M. Flowers
Trial Attorney

AGREED:

TK HOLDINGS INC.

Dated: November 2, 2015

By: _____

Kevin M. Kennedy
Executive Vice President

Dated: November 2, 2015

By: _____

Andrew J. Levander
Dechert LLP
Counsel for TK Holdings, Inc.
Approved as to Form

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

In re:	)
EA15-001	)
Air Bag Inflator Rupture	)
	)

AGREEMENT

This Agreement is entered into between the National Highway Traffic Safety Administration ("NHTSA" or "the Agency"), an operating administration of the U.S. Department of Transportation, and Volkswagen Group of America, Inc. ("VW") to address the recall of VW's vehicles equipped with Takata SDI-D air bag inflators.

WHEREAS, the parties have reviewed findings from various sources, including but not limited to a study from TK Global (the successor to TK Holdings, Inc.), on the safety and service life of desiccated Takata air bag inflators.

WHEREAS, in consultation with NHTSA regarding the Agency's evaluation of such sources, and out of an abundance of caution, VW agrees to recall certain vehicles specified herein that contain SDI-D phase-stabilized ammonium nitrate ("PSAN") air bag inflators, which are desiccated inflators containing 2004 propellant.

NOW THEREFORE, the parties set forth the terms under which they have agreed to a risk-based schedule for recalling vehicles equipped with SDI-D inflators containing 2004 propellant.

I. Legal Authority

1. NHTSA and VW make this agreement, in light of NHTSA's authority under the National Traffic and Motor Vehicle Safety Act of 1966, as amended and recodified (the "Safety Act"), 49 U.S.C. Chapter 301, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2, to inspect and investigate, 49 U.S.C. § 30166(b)(l), to ensure that vehicles and equipment containing safety-related defects are recalled, 49 U.S.C. §§ 30118-30120, to ensure the adequacy of recalls, 49 U.S.C. § 30120(c), to accelerate remedy programs, 49 U.S.C. § 30120(c)(3), and to require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g).

II. Terms of Agreement

2. VW agrees to file three Defect Information Reports ("DIRs"), pursuant to 49 C.F.R. Part 573, as set forth in the following schedule:

DIR Deadline	Description of DIR Filing Commitment[1]
December 31, 2020	All Model Year 2012-2014 vehicles containing SDI-D inflators installed in the vehicles as original equipment
January 1, 2023	All Model Year 2015-2016 vehicles containing SDI-D inflators installed in the vehicles as original equipment
January 1, 2025	All other vehicles of any Model Year containing SDI-D inflators

The filing of DIRs by VW trigger its obligations to conduct recalls under 49 U.S.C. §§ 30118-20 and 49 C.F.R. Parts 573 and 577.

3. To the maximum extent possible, VW agrees to take measures necessary to acquire in a reasonably expeditious manner and sustain its supply of remedy parts, to enable it to provide those remedy parts to dealers to remedy vehicles after each DIR launch without delay or disruption. To the extent necessary, VW agrees to allocate remedy parts based on risk, considering vehicle age and geographic location.

[1] A complete list of the vehicles in each DIR group is attached hereto as Annex A.

4. A modification or amendment to this Agreement, including the recalls and dates specified in Paragraph 2 ("Covered DIRs"), is subject to the agreement of both parties. Notwithstanding that:

a. VW agrees to consult with NHTSA regarding the potential acceleration of the Covered DIRs by filing them at an earlier date, if VW determines that it has a sufficient supply of remedy parts available to do so without negatively affecting supply for vehicles already under recall.

b. VW may present additional test data, analysis, information regarding supply shortages, or other relevant and appropriate evidence to NHTSA to modify or amend a Covered DIR or defer certain vehicles to a later Covered DIR filing date.

c. The parties agree to work together in good faith if any modifications or amendments to this Agreement become necessary or desirable as a consequence of events beyond the parties' reasonable control.

5. VW agrees to continue to monitor its vehicles equipped with Takata SDI-D air bag inflators and to update NHTSA on the progress and findings of that work. To that end, VW agrees to submit a monitoring protocol to NHTSA, developed in consultation with NHTSA.

6. VW acknowledges that nothing in this Agreement alters its legal obligations under the Safety Act and related regulations to recall vehicles when it learns they contain a defect and decides in good faith that the defect is related to motor vehicle safety. Should further monitoring, investigation, or other available information reveal an unreasonable risk to safety within the meaning of the Safety Act based on the occurrence of field ruptures, testing, or other information, VW will file a DIR (pursuant to 49 C.F.R. Part 573) earlier than the otherwise applicable deadline above in Paragraph 2.

III. Miscellaneous

7. This Agreement cannot be modified, amended, or waived except by an instrument in writing signed by the parties.

8. Nothing in this Agreement shall be interpreted or construed in a manner inconsistent with, or contravening, any federal law, rule, or regulation at the time of the execution of this Agreement, or as amended thereafter.

9. Nothing in this Agreement relieves VW of its obligation to submit any other reports or satisfy any other obligations required by law.

10. Should any condition or other provision contained herein be held invalid, void, or illegal by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other provision of this Agreement.

11. This Agreement shall be effective upon execution by both VW and NHTSA. Any breach of the obligations under this Agreement may, at NHTSA's option, be immediately enforceable in any United States District Court. VW agrees that it will not raise any objection as to venue.

12. This Agreement has been negotiated and prepared by both VW and NHTSA. If any of the Agreement's provisions require a court's interpretation, no ambiguity found in this Agreement shall be construed against the drafter.

13. The parties who are the signatories to this Agreement have the legal authority to enter into this Agreement, and each party has authorized its undersigned to execute this Agreement on its behalf.

14. This Agreement may be executed in counterparts, each of which shall be considered effective as an original signature.

15. This Agreement is a fully integrated agreement and shall in all respects be interpreted, enforced, and governed under the federal law of the United States. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. There are no promises, agreements, or conditions, express or implied, other than those set forth in this Agreement.

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

Dated: May 5, 2020

By: James Owens
Digitally signed by James Owens
DN: cn=James Owens, o, ou=NHTSA, email=james.owens@dot.gov, c=US
Date: 2020.05.05 09:25:52 -04'00'

James C. Owens
Deputy Administrator

Dated: May 5, 2020

By: JONATHAN CHARLES MORRISON
Digitally signed by JONATHAN CHARLES MORRISON
Date: 2020.05.05 09:18:43 -04'00'

Jonathan C. Morrison
Chief Counsel

Dated: May 5, 2020

By: KERRY E KOLODZIEJ
Digitally signed by KERRY E KOLODZIEJ
Date: 2020.05.05 09:07:28 -04'00'

Kerry Kolodziej
Assistant Chief Counsel
for Litigation and Enforcement

Dated: May 5, 2020

By: Digitally signed by STEPHEN HENCH
Date: 2020.05.05 08:56:27 -04'00'

Stephen Hench
Trial Attorney

VOLKSWAGEN GROUP OF AMERICA, INC.

Dated: April 30, 2020

By: Sandvig Christopher VWPKI 930CBB999E53339A
Digitally signed by Sandvig Christopher VWPKI 930CBB999E53339A
DN: dc=vwg, cn=Sandvig Christopher VWPKI 930CBB999E53339A
Date: 2020.04.30 14:20:47 -04'00'

Christopher T. Sandvig
Director, Group Customer Protection

Dated: April 30, 2020

By: Klapper Antony VWPKI A57DB1BAB1F6DD4E
Digitally signed by Klapper Antony VWPKI A57DB1BAB1F6DD4E
Date: 2020.04.30 13:06:39 -04'00'

Antony J. Klapper
Deputy General Counsel, Product Liability and Regulatory

Dated: April 30, 2020

By: Brian Kapatkin
Digitally signed by Brian Kapatkin
Date: 2020.04.30 09:03:32 -04'00'

Brian J. Kapatkin
Corporate Counsel, Product Regulatory

ANNEX A

DIR Group 1 – Deadline December 31, 2020

2012-2014 VW Beetle

2012-2014 VW Beetle Convertible

DIR Group 2 – Deadline January 1, 2023

2015-2016 VW Beetle

2015-2016 VW Beetle Convertible

DIR Group 3 – Deadline January 1, 2025

2017-2019 VW Beetle

2017-2019 VW Beetle Convertible

2011-2014 VW Passat[2]

[2] Only such vehicles that received SDI-D inflators as remedy parts in earlier Takata-related recalls.

EXHIBIT 11

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

IN RE: TAKATA AIRBAG PRODUCTS LIABILITY LITIGATION	**Case No. 1:15-md-02599-FAM**

DECLARATION OF CAMERON R. AZARI, ESQ. ON PROPOSED SETTLEMENT CLASS NOTICE PROGRAM

I, Cameron Azari, declare as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice, and I have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President with Epiq Class Action & Claims Solutions, Inc. ("Epiq") and the Director of Legal Notice for Hilsoft Notifications ("Hilsoft"); a firm that specializes in designing, developing, analyzing and implementing large-scale legal notification plans. Hilsoft is a business unit of Epiq.

4. Hilsoft has been involved with some of the most complex and significant notice programs in recent history, examples of which are discussed below. With experience in more than 500 cases, including more than 40 multi-district litigations, Hilsoft has prepared notices which have appeared in 53 languages and been distributed in almost every country, territory, and dependency in the world. Courts have recognized and approved numerous notice plans developed by Hilsoft, and those decisions have invariably withstood appellate and collateral review.

EXPERIENCE RELEVANT TO THIS CASE

5. Hilsoft and Epiq were retained to implement the settlement notice efforts for the ongoing settlements with Toyota, Subaru, Mazda, BMW, Honda, Nissan, and Ford in the *In re:*

Takata Airbag Products Liability Litigation. The notice programs for each of those settlements have been successfully implemented. I have served as a notice expert and have been recognized and appointed by courts to design and provide notice in many other large and significant cases, including:

a) *Hale v. State Farm Mutual Automobile Insurance Company, et al.*, 12-cv-00660 (S.D. Ill.), involved a $250 million settlement with approximately 4.7 million class members. The extensive notice program provided individual notice via postcard or email to approximately 1.43 million class members and implemented a robust publication program which, combined with individual notice, reached approximately 78.8% of all U.S. adults aged 35+ approximately 2.4 times each.

b) *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)*, MDL No. 2672 (N.D. Cal.), involved a comprehensive notice program that provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 via email. A targeted internet campaign further enhanced the notice effort.

c) *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y.), involved a $6.05 billion settlement reached by Visa and MasterCard in 2012 with an intensive notice program, which included over 19.8 million direct mail notices to class members together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade and specialty publications, and language & ethnic targeted publications. Hilsoft also implemented an extensive online notice campaign with banner notices, which generated more than 770 million adult impressions, a settlement website in eight languages, and acquisition of sponsored search listings to facilitate locating the website. For the subsequent superseding $5.54 billion settlement reached by Visa and MasterCard in 2019, Hilsoft implemented an extensive notice program, which included over 16.3 million direct mail notices to class members together with over 354 print publication units and banner notices, which generated more than 689 million adult impressions.

d) *In Re: Premera Blue Cross Customer Data Security Breach Litigation*, 3:15-md-2633 (D. Ore.), involved an extensive individual notice program, which included 8.6 million double-postcard notices and 1.4 million email notices. The notices informed class members of a $32 million settlement for a "security incident" regarding class members' personal information stored in Premera's computer network, which was compromised. The individual notice efforts reached 93.3% of the settlement class. A settlement website, an informational release, and a geo-targeted publication notice further enhanced the notice efforts.

e) *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL No. 2179 (E.D. La.), involved dual landmark settlement notice programs to distinct "Economic and Property Damages" and "Medical Benefits" settlement classes for BP's $7.8 billion settlement of claims related to the Deepwater Horizon oil spill. Notice efforts included more than 7,900 television spots, 5,200 radio spots, and 5,400 print insertions and reached over 95% of Gulf Coast residents.

f) *In re: Checking Account Overdraft Litigation*, MDL No. 2036 (S.D. Fla.), for multiple bank settlements from 2010-2020, the notice programs involved direct mail and email to millions of class members, as well as publication in relevant local newspapers. Representative banks included Fifth Third Bank, National City Bank, Bank of Oklahoma, Webster Bank, Harris Bank, M & I Bank, PNC Bank, Compass Bank, Commerce Bank, Citizens Bank, Great Western Bank, TD Bank, BancorpSouth, Comerica Bank, Susquehanna Bank, Associated Bank, Capital One, M&T Bank, Iberiabank, and Synovus are among the more than 20 banks.

6. Courts have recognized our testimony as to which method of notification is appropriate for a given case, and I have provided testimony on numerous occasions on whether a certain method of notice represents the best notice practicable under the circumstances. For example:

a) *In re: Lithium Ion Batteries Antitrust Litigation*, 4:13-md-02420, MDL No. 2420 (N.D. Cal.), Judge Yvonne Gonzalez Rogers stated on December 10, 2020:

> *The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order prior to remand, and a second notice*

campaign thereafter. (See Dkt. No. 2571.) The class received direct and indirect notice through several methods – email notice, mailed notice upon request, an informative settlement website, a telephone support line, and a vigorous online campaign. Digital banner advertisements were targeted specifically to settlement class members, including on Google and Yahoo's ad networks, as well as Facebook and Instagram, with over 396 million impressions delivered. Sponsored search listings were employed on Google, Yahoo and Bing, resulting in 216,477 results, with 1,845 clicks through to the settlement website. An informational released was distributed to 495 media contacts in the consumer electronics industry. The case website has continued to be maintained as a channel for communications with class members. Between February 11, 2020 and April 23, 2020, there were 207,205 unique visitors to the website. In the same period, the toll-free telephone number available to class members received 515 calls.

b) *Lusnak v. Bank of America, N.A.*, CV 14-1855 (C.D. Cal.), Judge George H. Wu stated on August 10, 2020:

The Court finds that the Notice program for disseminating notice to the Settlement Class, provided for in the Settlement Agreement and previously approved and directed by the Court, has been implemented by the Settlement Administrator and the Parties. The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of the Lawsuit, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires; the opportunity, the time, and manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, due process under the U.S. Constitution, and any other applicable law.

c) *Cook, et al. v. South Carolina Public Service Authority, et al.*, 2019-CP-23-6675 (Ct. of Com. Pleas. 13th Jud. Cir. S.C.), Judge Jean Hoefer Toal stated on July 31, 2020:

Notice was sent to more than 1.65 million Class members, published in newspapers whose collective circulation covers the entirety of the State, and supplemented with internet banner ads totaling approximately 12.3 million impressions. The notices directed Class members to the settlement website and toll-free line for additional inquiries and further information. After this extensive notice campaign, only 78 individuals (0.0047%) have opted-out, and only nine (0.00054%) have objected. The Court finds this response to be overwhelmingly favorable.

d) *Waldrup v Countrywide Financial Corporation, et al.*, 2:13-cv-08833 (C.D. Cal.), Judge Christina A. Snyder stated on July 16, 2020:

> *The Court finds that mailed and publication notice previously given to Class Members in the Action was the best notice practicable under the circumstances, and satisfies the requirements of due process and FED. R. CIV. P. 23. The Court further finds that, because (a) adequate notice has been provided to all Class Members and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, it has jurisdiction over all Class Members. The Court further finds that all requirements of statute (including but not limited to 28 U.S.C. § 1715), rule, and state and federal constitutions necessary to effectuate this Settlement have been met and satisfied.*

e) *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y.) Judge Margo K. Brodie stated on December 13, 2019:

> *The notice and exclusion procedures provided to the Rule 23(b)(3) Settlement Class, including but not limited to the methods of identifying and notifying members of the Rule 23(b)(3) Settlement Class, were fair, adequate, and sufficient, constituted the best practicable notice under the circumstances, and were reasonably calculated to apprise members of the Rule 23(b)(3) Settlement Class of the Action, the terms of the Superseding Settlement Agreement, and their objection rights, and to apprise members of the Rule 23(b)(3) Settlement Class of their exclusion rights, and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, any other applicable laws or rules of the Court, and due process.*

f) *In re: Takata Airbag Products Liability Litigation (Ford),* MDL No. 2599 (S.D. Fla.), Judge Federico A. Moreno stated on December 20, 2018:

> *The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: .(i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

g) *Hale v. State Farm Mutual Automobile Insurance Company, et al.,* 3:12-cv-00660-DRH-SCW (S.D. Ill.), Judge Herndon stated on December 16, 2018:

> *The Class here is estimated to include approximately 4.7 million members. Approximately 1.43 million of them received individual postcard or email notice of the terms of the proposed Settlement, and the rest were notified via a robust publication program "estimated to reach 78.8% of all U.S. Adults Aged 35+ approximately 2.4 times." Doc. 966-2 ¶¶ 26, 41. The Court previously approved the notice plan (Doc. 947), and now, having carefully reviewed the declaration of the Notice Administrator (Doc. 966-2), concludes that it was fully and properly executed, and reflected "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." See Fed. R. Civ. P. 23(c)(2)(B). The Court further concludes that CAFA notice was properly effectuated to the attorneys general and insurance commissioners of all 50 states and District of Columbia.*

h) *Vergara, et al., v. Uber Technologies, Inc.,* 1:15-CV-06972 (N.D. Ill.), Judge Thomas M. Durkin stated on March 1, 2018:

> *The Court finds that the Notice Plan set forth in Section IX of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Classes of the pendency of this case, certification of the Settlement Classes for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. Further, the Court finds that Defendant has timely satisfied the notice requirements of 28 U.S.C. Section 1715.*

i) *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation* (Bosch Settlement), MDL No. 2672 (N.D. Cal.), Judge Charles R. Breyer stated on May 17, 2017:

> *The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice "apprise[d] interested parties of the pendency of the action and afford[ed] them an opportunity to present their objections." Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports that the notice delivery rate of 97.04% "exceed[ed] the expected range and is indicative of the extensive address updating and re-mailing protocols used." (Dkt. No. 3188-2 ¶ 24.).*

j) *In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010,* MDL No. 2179 (E.D. La.), Judge Carl J. Barbier stated on January 11, 2013:

> *The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.*
>
> *The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.*
>
> *The media notice effort alone reached an estimated 95% of adults in the Gulf region an average of 10.3 times each, and an estimated 83% of all adults in the United States an average of 4 times each. These figures do not include notice efforts that cannot be measured, such as advertisements in trade publications and sponsored search engine listings. The Notice Program fairly and adequately covered and notified the class without excluding any demographic group or geographic area, and it exceeded the reach percentage achieved in most other court-approved notice programs.*

7. Numerous other court opinions and comments regarding my testimony, and the adequacy of our notice efforts, are included in Hilsoft's curriculum vitae included as **Attachment 1**. In forming expert opinions, my staff and I draw from our in-depth class action case experience, as well as our educational and related work experiences. I am an active member of the Oregon State Bar, having received my Bachelor of Science from Willamette University and my Juris Doctor from Northwestern School of Law at Lewis and Clark College. I have served as the Director of Legal Notice for Hilsoft since 2008 and have overseen the detailed planning of virtually all of our court-approved notice programs during that time. Before assuming my current role with Hilsoft, I served in a similar role as Director of Epiq Legal Noticing (previously called Huntington Legal Advertising). Overall, I have over 21 years of experience in the design and implementation of legal notification and claims administration programs, having been personally involved in well over one hundred successful notice programs.

8. I have been directly and personally responsible for all of the notice planning here,

including analysis of the individual notice options and the media audience data, and determining the most effective mixture of media required to reach the greatest practicable number of Class Members. The facts in this declaration are based on my personal knowledge, as well as information provided to me in by my colleagues in the ordinary course of my business at Hilsoft and Epiq.

OVERVIEW

9. This declaration will describe the Settlement Notice Plan ("Notice Plan" or "Plan") and notices (the "Notice" or "Notices") proposed here for the Settlement with Volkswagen in *In re Takata Airbag Products Liability Litigation,* Case No. 1:15-md-02599-FAM ("*Takata MDL*") in the United States District Court for the Southern District of Florida.

10. The media portion of the Notice Plan outlined below is targeted to current and former owners and lessees of Volkswagen Subject Vehicles. Data will be available to provide individual notice to virtually all Class Members. The data will be obtained from IHS Automotive, driven by Polk ("Polk") and potentially combined with data from Volkswagen. All lists will be combined and de-duplicated in order to find the most likely current address for each Class Member. The individual notice effort will be supplemented by a comprehensive media campaign.

11. In my opinion, the proposed Notice Plan is designed to reach the greatest practicable number of Class Members through the use of individual notice and paid and earned media. In my opinion, the Notice Plan is the best notice practicable under the circumstances of this case and far exceeds the requirements of due process, including its "desire to actually inform" requirement.[1]

NOTICE PLANNING METHODOLOGY

12. Federal Rule of Civil Procedure 23 directs that notice must be the best notice

[1] "But when notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . ." *Mullane v. Cent. Hanover Bank & Trust Co*., 339 U.S. 306, 315 (1950).

practicable under the circumstances must include "individual notice to all members who can be identified through reasonable effort."[2] The proposed Notice Program here will satisfy this requirement. A Postcard Notice tailored to the potential owners/lessees of the Volkswagen Subject Vehicles will be sent via first class mail. Address updating (both prior to mailing and on undeliverable pieces) and re-mailing protocols will meet or exceed those used in other class action settlements.

13. Notice placements will appear once in the weekly publication *People* as a 2/3 page ad unit, and once in the weekly newspaper supplement *Parade* as a 2/5 page ad unit. In addition, Notices will be placed as a 2/3 page ad unit in the monthly publications *Sports Illustrated, Better Homes & Gardens*, *Car and Driver*, *Motor Trend*, and *People en Español*. Notices will also appear in Spanish language newspapers throughout Puerto Rico, American Samoa, Guam, Northern Mariana Islands, and the U.S. Virgin Islands. Prominent internet banner advertisements will be displayed on a variety of websites purchased through the *Epsilon (formerly Conversant) Ad Network, Verizon (formerly Yahoo!) Ad Network,* and *Google Display Network* (in both English and Spanish), which together represent thousands of digital properties across all major content categories. Banner Notices will also be placed on *Facebook* and *Instagram.* Banner Notices will appear on both desktop computers as well as mobile and tablet devices. 30-second radio spots will be purchased nationwide on AM and FM stations covering a variety of music formats such as Country, Rock n' Roll, Oldies, Top 40, and/or R&B. XM stations may also be purchased to complement traditional networks. Radio spots will also be purchased on Spanish language radio. In addition, 30-second ads will run on *Pandora* online radio alongside traditional banner ads. Coverage will be enhanced further by a neutral, Informational Release, Sponsored Search Listings and a Case Website.

14. Separate from the compilation of the individual notice mailing lists, data sources and tools that are commonly employed by experts in this field were used to analyze and develop

[2] Fed. R. Civ. P. 23(c)(2)(B).

the media portion of this Notice Program. These include MRI-Simmons ("MRI-Simmons") data,[3] which provides statistically significant readership and product usage data, Comscore,[4] and Alliance for Audited Media ("AAM")[5] statements, which certify how many readers buy or obtain copies of publications. These tools, along with demographic breakdowns indicating how many people use each media vehicle, as well as computer software that take the underlying data and factor out the duplication among audiences of various media vehicles, allow us to determine the net (unduplicated) reach of a particular mailing and media schedule. We combine the results of this analysis to help determine notice plan sufficiency and effectiveness.

15. ***Tools and data trusted by the communications industry and courts.*** Virtually all of the nation's largest advertising agency media departments utilize, scrutinize, and rely upon such independent, time-tested data and tools, including net reach and de-duplication analysis methodologies, to guide the billions of dollars of advertising placements that we see today, providing assurance that these figures are not overstated. These analyses and similar planning tools have become standard analytical tools for evaluations of notice programs and have been

[3] MRI-Simmons is a leading source of publication readership and product usage data for the communications industry. MRI-Simmons is the new name for the joint venture of GfK Mediamark Research & Intelligence, LLC ("MRI") and Simmons Market Research. MRI-Simmons offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As the leading U.S. supplier of multimedia audience research, the company provides information to magazines, televisions, radio, Internet, and other media, leading national advertisers, and over 450 advertising agencies—including 90 of the top 100 in the United States. MRI-Simmons's national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans that are written for advertised brands in the U.S.

[4] Comscore is a global Internet information provider on which leading companies and advertising agencies rely for consumer behavior insight and Internet usage data. Comscore maintains a proprietary database of more than two million consumers who have given comScore permission to monitor their browsing and transaction behavior, including online and offline purchasing. Comscore panelists also participate in survey research that captures and integrates their attitudes and intentions.

[5] Established in 1914 as the Audit Bureau of Circulations ("ABC"), and rebranded as Alliance for Audited Media ("AAM") in 2012, AAM is a non-profit cooperative formed by media, advertisers, and advertising agencies to audit the paid circulation statements of magazines and newspapers. AAM is the leading third party auditing organization in the U.S. It is the industry's leading, neutral source for documentation on the actual distribution of newspapers, magazines, and other publications. Widely accepted throughout the industry, it certifies thousands of printed publications as well as emerging digital editions read via tablet subscriptions. Its publication audits are conducted in accordance with rules established by its Board of Directors. These rules govern not only how audits are conducted, but also how publishers report their circulation figures. AAM's Board of Directors is comprised of representatives from the publishing and advertising communities.

regularly accepted by courts.

16. In fact, advertising and media planning firms around the world have long relied on audience data and techniques: AAM data has been relied on since 1914; 90 to 100% of media directors use reach and frequency planning;[6] all of the leading advertising and communications textbooks cite the need to use reach and frequency planning.[7] Ninety of the top one hundred media firms use MRI data, Comscore is used by the major holding company agencies worldwide which includes Dentsu Aegis Networking, GroupM, IPG and Publicis, in addition to independent agencies for TV and digital media buying and planning, and at least 25,000 media professionals in 100 different countries use media planning software.

NOTICE PLAN DETAIL

17. Class Notice will be disseminated pursuant to the plan and details set forth below and referred to as the "Notice Plan." The Notice Plan was designed to provide notice to the following Settlement Class (the "Class"):

> (1) all persons or entities who or which owned and/or leased, on the date of the issuance of the Preliminary Approval Order, Subject Vehicles distributed for sale or lease in the United States or any of its territories or possessions; and
>
> (2) all persons or entities who or which formerly owned and/or leased Subject Vehicles distributed for sale or lease in the United States or any of its territories or possessions, and who or which sold or returned, pursuant to a lease, the Subject Vehicles after February 9, 2016, and through the date of the issuance of the Preliminary Approval Order.
>
> Excluded from this Class are: (a) Volkswagen, its officers, directors, employees and outside counsel; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers and directors; and Volkswagen's Dealers and their officers, directors, and employees; (b)

[6] See generally Peter B. Turk, Effective Frequency Report: Its Use And Evaluation By Major Agency Media Department Executives, 28 J. ADVERTISING RES. 56 (1988); Peggy J. Kreshel et al., How Leading Advertising Agencies Perceive Effective Reach and Frequency, 14 J.ADVERTISING 32 (1985).

[7] Textbook sources that have identified the need for reach and frequency for years include: JACK S. SISSORS & JIM SURMANEK, ADVERTISING MEDIA PLANNING, 57-72 (2d ed. 1982); KENT M. LANCASTER & HELEN E. KATZ, STRATEGIC MEDIA PLANNING 120-156 (1989); DONALD W. JUGENHEIMER & PETER B. TURK, ADVERTISING MEDIA 123-126 (1980); JACK Z. SISSORS & LINCOLN BUMBA, ADVERTISING MEDIA PLANNING 93 122 (4th ed. 1993); JIM SURMANEK, INTRODUCTION TO ADVERTISING MEDIA: RESEARCH, PLANNING, AND BUYING 106-187 (1993).

> Settlement Class Counsel, Plaintiffs' counsel, and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case, any of the cases listed in Exhibit 1, or the 11th Circuit Court of Appeals; (d) Automotive Recyclers and their outside counsel and employees; and (e) persons or entities who or which timely and properly exclude themselves from the Class.

18. To guide the selection of measured media in reaching unknown members of the Settlement Class, the Notice Plan has a primary target audience of: all adults 18 years and older in the United States who are current or former owners or lessees of one of the Volkswagen Subject Vehicles.

19. The combined measured individual notice, broadcast media, print publication, and online banner notice advertising is estimated to reach at least 95% of all U.S. Adults aged 18+ who are current or former owners or lessees of one of the Volkswagen Subject Vehicles. On average, each of these people reached will have 4.2 opportunities for exposure to the Notice.[8] Based on our experience with the previous settlements in this litigation, we expect the individual notice effort to reach in excess of 90% of the identified Settlement Class. The media notice effort is estimated to reach 83.8% all U.S. Adults aged 18+ who own or lease one of the Volkswagen Subject Vehicles. In my experience, the projected reach and frequency of the Notice Plan is consistent with other court-approved notice programs in settlements of similar magnitude, and has been designed to meet and exceed due process requirements.

INDIVIDUAL NOTICE

Individual Notice – Direct Mail

20. I understand that a comprehensive list of potential Class Members exists – consisting of the current and former owners and lessees of the Volkswagen Subject Vehicles included in the Settlement. The database will be acquired from Polk and, if available, supplemented by other sources. All data will be de-duplicated and updated in order to find the

[8] Net Reach is defined as the percentage of a class exposed to a notice, net of any duplication among people who may have been exposed more than once. Average Frequency is the average number of times that each different person reached will have the opportunity for exposure to a media vehicle specifically containing a notice.

most likely current address for each current and former vehicle owner/lessee. This data will be used to provide individual notice to virtually all Class Members.

21. The mailed notice will consist of a 2-image Postcard Notice that clearly and concisely summarizes the Settlement. The Postcard Notice will direct the recipients to a website (www.AutoAirbagSettlement.com) dedicated to the *Takata Airbag Liability Litigation* Settlements where they can access additional information and easily file a claim. The Postcard Notice will be sent via United States Postal Service ("USPS") first class mail.

22. Prior to mailing, all mailing addresses provided will be checked against the National Change of Address ("NCOA") database maintained by the USPS.[9] In addition, the addresses will be certified via the Coding Accuracy Support System ("CASS") to ensure the quality of the zip code, and verified through Delivery Point Validation ("DPV") to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

23. Postcard Notices returned as undeliverable will be re-mailed to any new address available through USPS information. For example, to the address provided by the USPS on returned pieces for which the automatic forwarding order has expired, but which is still during the period in which the USPS returns the piece with the address indicated, or to better addresses that may be found using a third-party lookup service. Upon successfully locating better addresses, Postcard Notices will be promptly re-mailed.

24. Additionally, a Long Form Notice will be mailed to all persons who request one via the toll-free telephone number or by mail. The Long Form Notice will also be available to download or printing at the website (in both English and Spanish). Copies of the proposed Postcard Notice and Long Form Notice are included with the materials filed by Parties.

[9] The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person's name and known address.

Media Plan

Radio

25. Radio ads will provide timely notice to potential Class Members both in their homes and in their vehicles. 30-second radio spots will be purchased nationwide on AM and FM stations covering a variety of music formats such as Country, Rock n' Roll, Oldies, Top 40, and/or R&B. XM stations may also be purchased to complement traditional networks. Radio spots will also be purchased on Spanish language radio. An estimated 150-200 total spots will be aired over 14-21 days.

National Consumer Publications

26. The Notice Plan includes a highly visible national print program. A Notice will appear one time in weekly publication *People* as a 2/3 page ad unit and one time in the weekly newspaper supplement *Parade* as a 2/5 page ad unit. In addition, a Notice will appear one time in the monthly magazines *Sports Illustrated, Better Homes & Gardens*, *Car and Driver*, *Motor Trend*, and *People en Español* as a 2/3 page ad unit. The publications have an estimated combined circulation of 32.5 million, and a combined readership of 138 million.

27. Positioning will be sought for the Notices to be placed opposite news articles and in certain other sections of publications to help ensure that, over the course of the media schedule, the greatest practicable number of potential Class Members will see the Notice.

Publication	***Format***	***Circulation***	***Distribution***	***# of Insertions***
Better Homes & Gardens	Monthly	7,600,000	National	1
Parade	Weekly	18,000,000	National	1
People	Weekly	3,400,000	National	1
People en Español (Spanish)	9x/year	500,000	National	1
Sports Illustrated	14x/year	1,700,000	National	1
Car and Driver	Monthly	800,000	National	1
Motor Trend	Monthly	539,945	National	1
TOTAL		**32,539,945**		

U.S. Territory Newspapers

28. A 1/2 page Notice will appear one time in English and Spanish language

newspapers targeting the United States Territories. Specifically, the Notice will run in the following six newspapers:

Publication	*Format*	*Distribution*	*# of Insertions*
Virgin Islands Daily News	Daily (Mon-Sat)	U.S. Virgin Islands	1
Saipan Tribune	Weekly	Northern Mariana Islands	1
Samoa News	Weekly	American Samoa	1
Pacific Daily News	Weekly	Guam	1
El Nuevo Dia (Spanish)	Daily (Mon-Sat)	Puerto Rico	1
Primera Hora (Spanish)	Daily (Mon-Sat)	Puerto Rico	1

Digital Banner Notice

29. Internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target class members as part of providing notice of class certification and/or a settlement for a class action case. According to MRI-Simmons syndicated research, over 95% of adults, aged 18+ in the United States who own or lease a Volkswagen are online.[10]

30. The Notice Plan includes digital banner advertisements targeted specifically to Class Members. The Banner Notice will provide the Settlement Class with additional opportunities to be apprised of the Settlement and their rights.

31. Banner advertisements will appear on a variety of websites purchased through the *Epsilon (formerly Conversant) Ad Network, Verizon (formerly Yahoo!) Ad Network* and *Google Display Network* (in both English and Spanish), which together represent thousands of digital properties across all major content categories.

32. The Notice Program also includes advertising on social media, which will consist of internet Banner Notices on *Facebook* and *Instagram* in various sizes. *Facebook* is the leading

[10] MRI-Simmons 2020 Survey of the American Consumer®.

social networking site in the United States and combined with *Instagram* covers over 300 million users in the United States. The *Facebook* and *Instagram* internet Banner Notices will be distributed to a variety of target audiences relevant to Volkswagen based on an individual's demonstrated interests and/or likes.

33. Traditional banner advertisements will be placed on *Pandora*. As a supplement to the traditional banners, radio ads will also be played during audio breaks on the stations.

34. All internet Banner Notices will run on desktop, mobile and tablet devices and will be distributed to the selected targeted audiences nationwide as described below. Internet Banner Notices will also be targeted (remarketed) to people who visit the Case Website.

35. A summary of the Digital Banner Notice efforts is as follows:

Network/Property	***Banner Size***	***# of Days***	***A18+ Impressions***
Epsilon	300x250, 728x90, 970x250, 300x600	35	45,000,000
Facebook	Newsfeed + RHC	35	65,000,000
Google Display Network (English & Spanish)	300x250, 728x90, 970x250, 300x600	35	25,000,000
Pandora	Audio ad with 300x250 Banner	14	5,916,666
Verizon Ad Network	300x250, 728x90, 970x250, 300x600	35	60,000,000
TOTAL			**200,916,666**

36. Combined, 200.9 million targeted impressions will be generated by the internet Banner Notices, which will run nationwide, including U.S. Territories.[11] Clicking on the Banner Notices will link the reader to the Case Website, where they can easily obtain detailed information about the case.

[11] The third-party ad management platform, ClickCease will be used to audit the digital Banner Notice ad placements. This type of platform tracks all Banner Notice ad clicks to provide real-time ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines dangerous IP addresses. This helps reduce wasted, fraudulent or otherwise invalid traffic (*e.g.*, ads being seen by 'bots' or non-humans, ads not being viewable, etc.).

Behaviorally Targeted Digital Media

37. In addition to traditional digital Banner Notices, a hyper-targeted banner campaign will be purchased over a 35 to 45-day period.

38. First, Banner Notices will be targeted using a "list activation" strategy through the *Epsilon (formerly Conversant) Ad Network*. This is accomplished by matching the actual names and physical addresses of known Class Members with current consumer profiles. This strategy ensures that specific individuals receiving direct notice are also provided reminder messaging online via Banner Notices.

39. Second, Banner Notices will be targeted using household-level automotive data, also through the *Epsilon (formerly Conversant) Ad Network*. This information will include purchasers/owners of specific vehicles makes, models, and years to which Banner Notices will then be served. While this will be partially duplicative of the first strategy, this group of individuals will also include potential former owners and anyone for which an address is unknown.

40. Additionally, Banner Notices will be purchased via *Facebook* and *Instagram* (mobile) targeted specifically to the profiles of owners of the Volkswagen Subject Vehicles.

41. Finally, Banner Notices will run across custom Affinity Audiences via the *Google Display Network*. Custom Affinity Audiences target specific website content, here meaning websites, blogs, etc. that focus on Volkswagen, Luxury Cars, and other similar topics.

Network/Property	***Targeting***	***# of Days***	***Targeted Impressions***
Epsilon	List Activation	45	7,857,143
Epsilon	Automotive Data	45	8,181,818
Facebook	Interests = VW	35	30,000,000
Instagram	Interests = VW	35	10,000,000
Google Display Network (English & Spanish)	Custom Affinity Audience: VW	35	35,000,000
Google Display Network (English & Spanish)	Custom Affinity Audience: Luxury Cars	35	35,000,000
TOTAL			**126,038,961**

42. Combined, approximately 126 million behaviorally targeted adult impressions will be generated by these Banner Notices over a 35 to 45-day period.

Placing Notices to be Highly Visible

43. The Notices are designed to be highly visible and noticeable. Extra care will be taken to place Notices in positions that will generate visibility among potential Class Members.

44. Radio spots will be targeted to a variety of formats and drive-times to ensure broad reach across the target audience.

45. In print, positioning will be sought opposite news articles, and in certain other sections of publications to help ensure that, over the course of the media schedule, the greatest practicable number of potential Class Members will see the Notice.

46. In digital, placement will be sought above the fold[12] on the websites. The *Facebook* advertisements will appear in a user's newsfeed and in the right-hand side column of the user's news feed. The *Epsilon (formerly Conversant) Ad Network*, *Verizon (formerly Yahoo!) Ad Network,* and *Google Display Network* Banner Notices will appear in multiple sizes, which may include:

Leaderboard

- Horizontal, 728 x 90 pixels and/or 970 x 250 pixels
- Located at the top of the screen

Big Box or Box (also known by other similar names)

- 300 x 250 pixels and/or 300 x 600 pixels
- Can be located on left or right side of screen

Internet Sponsored Search Listings

47. The Notice Program includes purchasing sponsored search listings to facilitate

[12] "Above the fold" is a term to refer to the portion of a website that can be viewed by a visitor, typically without the need to scroll down the page.

Volkswagen Class Members with locating the Case Website. Sponsored search listings will be acquired on the three most highly-visited internet search engines: *Google*, *Yahoo!* and *Bing*. When search engine visitors search on selected keyword combinations such as "Airbag Class Action," or "Volkswagen Airbag Settlement," the sponsored search listing will generally be displayed at the top of the page prior to the search results or in the upper right hand column. Representative search terms will include additional word and phrase variations related to the Settlement. The sponsored search listings will be displayed nationwide.

Informational Release

48. To build additional reach and extend exposures, a party-neutral Informational Release will be issued broadly over PR Newswire to approximately 5,000 general media (print and broadcast) outlets, including local and national newspapers, magazines, national wire services, television and radio broadcast media across the United States as well as approximately 4,500 websites, online databases, internet networks and social networking media. The release will also be sent to a microlist of approximately 700 journalists who specifically cover the automotive industry. The Informational Release will include the address of the Case Website and the toll-free telephone number.

Case Website, Toll-free Telephone Number, and Postal Mailing Address

49. A dedicated website has already been created for the previous Settlements with Toyota, Subaru, Mazda, BMW, Honda, Nissan, and Ford (www.AutoAirbagSettlement.com). As with the previously settling OEMs, Volkswagen will have their own sub-page at the website with a prominent "Volkswagen Settlement" button on the homepage. Class Members will be able to obtain detailed information about the case and review documents including the Long Form Notice (in English and Spanish), Settlement Agreements, Fourth Amended Consolidated Class Action Complaint, and Preliminary Approval Orders, as well as answers to frequently asked questions (FAQs). Class Members will have the opportunity to file a claim online at the website, or if they choose, they will be able to download and print a physical Claim Form for filing via mail.

50. The Case Website address will be displayed prominently in all Notice documents. The Banner Notices will link directly to the Case Website.

51. A toll-free telephone number will be established to allow Class Members to call for additional information, listen to answers to FAQs and request that a Long Form Notice and a Claim Form be mailed to them. Live operators will be available as needed. The toll-free number will be prominently displayed in the Notice documents as appropriate.

52. A post office box will also be used for the Settlement, allowing Class Members to contact the claims administrator by mail with any specific requests or questions.

PLAIN LANGUAGE NOTICE DESIGN

53. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice program be designed to reach the greatest practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice program itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to class members in any way. All of these requirements will be met in this case.

54. The Notice Plan follows the guidance for how to satisfy due process obligations that a notice expert gleans from the United States Supreme Court's seminal decisions which are: a) to endeavor to actually inform the class, and b) to demonstrate that notice is reasonably calculated to do so:

A. "But when notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it," *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950).

B. "[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections," *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) citing *Mullane* at 314.

55. The Notice Plan will effectively provide a combined measured individual notice,

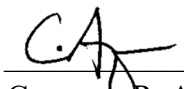
broadcast media, print publication, and online banner notice effort, which is estimated to reach at least 95% of all U.S. Adults aged 18+ who are current or former owners or lessees of one of the Volkswagen Subject Vehicles. On average, each of these people reached will have 4.2 opportunities for exposure to the Notice. It is estimated that the extensive individual notice effort will reach in excess of 90% of the identified Class. The media notice effort is estimated to reach 83.8% all U.S. Adults aged 18+ who own or lease one of the Volkswagen Subject Vehicles.

56. The individual notice efforts alone would conform to all aspects of Federal Rule of Civil Procedure 23, and comport with the guidance for effective notice articulated in the Manual for Complex Litigation 4th. When combined with the media notice effort, the Notice Program described above will provide the best notice practicable under the circumstances of this case, and will far exceed all requirements for the adequacy of class notice.

57. The Notice Plan schedule will afford enough time to provide full and proper notice to Class Members before any opt-out and objection deadlines.

58. Based on current assumptions of total Volkswagen Subject Vehicles, the estimated cost for data acquisition and printing and mailing notice are approximately $758,000. Estimated costs for the media notice effort and toll-free set-up, website, project management and correspondence related to notice are approximately $1,858,000

I declare under penalty of perjury that the foregoing is true and correct. Executed on August 31, 2021, at Beaverton, Oregon.



Cameron R. Azari

Attachment 1

HILSOFT NOTIFICATIONS

Hilsoft Notifications ("Hilsoft") is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, and notice plan development – designing notice programs that satisfy due process requirements and withstand judicial scrutiny. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc. ("Epiq"). Hilsoft has been retained by defendants or plaintiffs for more than 500 cases, including more than 40 MDL cases, with notices appearing in more than 53 languages and in almost every country, territory and dependency in the world. For more than 25 years, Hilsoft's notice plans have been approved and upheld by courts. Case examples include:

- Hilsoft designed and implemented monumental notice campaigns to notify current or former owners or lessees of certain BMW, Mazda, Subaru, Toyota, Honda, Nissan, and Ford vehicles as part of $1.49 billion in settlements regarding Takata airbags. The Notice Plans included individual mailed notice to more than 59.6 million potential class members and notice via consumer publications, U.S. Territory newspapers, radio, internet banners, mobile banners, and other behaviorally targeted digital media. Combined, the Notice Plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle with a frequency of 4.0 times each. ***In re: Takata Airbag Products Liability Litigation*** **(OEMS – BMW, Mazda, Subaru, Toyota, Honda, Nissan and Ford)**, MDL No. 2599 (S.D. Fla.).

- For a landmark $6.05 billion settlement reached by Visa and MasterCard in 2012, Hilsoft implemented an intensive notice program, which included over 19.8 million direct mail notices to class members together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade and specialty publications, and language & ethnic targeted publications. Hilsoft also implemented an extensive online notice campaign with banner notices, which generated more than 770 million adult impressions, a settlement website in eight languages, and acquisition of sponsored search listings to facilitate locating the website. For the subsequent, superseding $5.54 billion settlement reached by Visa and MasterCard in 2019, Hilsoft implemented an extensive notice program, which included over 16.3 million direct mail notices to class members together with over 354 print publication insertions and banner notices, which generated more than 689 million adult impressions. ***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation,*** 05-MD-1720, MDL No. 1720 (E.D.N.Y.).

- For a $250 million settlement with approximately 4.7 million class members, Hilsoft designed and implemented a notice program with individual notice via postcard or email to approximately 1.43 million class members and a robust publication program, which combined, reached approximately 78.8% of all U.S. adults aged 35+ approximately 2.4 times each. ***Hale v. State Farm Mutual Automobile Insurance Company, et al.,*** 12-cv-00660 (S.D. Ill.).

- Hilsoft designed and implemented an extensive individual notice program, which included 8.6 million double-postcard notices and 1.4 million email notices. The notices informed class members of a $32 million settlement for a "security incident" regarding class members' personal information stored in Premera's computer network, which was compromised. The individual notice efforts reached 93.3% of the settlement class. A settlement website, an informational release, and a geo-targeted publication notice further enhanced the notice efforts. ***In re: Premera Blue Cross Customer Data Security Breach Litigation***, 3:15-md-2633 (D. Ore.).

- Hilsoft provided notice for the $113 million lithium-ion batteries antitrust litigation settlements, which included individual notice via email to millions of class members, banner and social media ads, an informational release, and a settlement website. ***In re: Lithium Ion Batteries Antitrust Litigation***, 4:13-md-02420, MDL No. 2420 (N.D. Cal.).

- Hilsoft designed a notice program that included extensive data acquisition and mailed notice to inform owners and lessees of specific models of Mercedes-Benz vehicles. The notice program reached approximately 96.5% of all class members. ***Callaway v. Mercedes-Benz USA, LLC***, 8:14-cv-02011 (C.D. Cal.).

- Hilsoft provided notice for a $520 million settlement, which involved utility customers (residential, commercial, industrial, etc.) who paid utility bills. The notice program included individual notice to more than 1.6 million known class members via postal mail or email and a supplemental publication notice in local newspapers, banner notices, and a settlement website. The individual notice efforts alone reached more than 98.6% of the class. ***Cook, et al. v. South Carolina Public Service Authority, et al.***, 2019-CP-23-6675 (Ct. of Com. Pleas. 13th Jud. Cir. S.C.).

- For a $20 million TCPA settlement that involved Uber, Hilsoft created a notice program, which resulted in notice via mail or email to more than 6.9 million identifiable class members. The combined measurable notice effort reached approximately 90.6% of the settlement class with direct mail and email, newspaper and internet banner ads. ***Vergara, et al., v. Uber Technologies, Inc.***, 1:15-CV-06972 (N.D. Ill.).

- A comprehensive notice program within the *Volkswagen Emissions Litigation* that provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 vehicle owners via email. A targeted internet campaign further enhanced the notice effort. ***In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)***, MDL No. 2672 (N.D. Cal.).

- Hilsoft designed and implemented a comprehensive notice plan, which included individual notice via an oversized postcard notice to more than 740,000 class members as well as email notice to class members. Combined the individual notice efforts delivered notice to approximately 98% of the class. Supplemental newspaper notice in four large-circulation newspapers and a settlement website further expanded the notice efforts. ***Lusnak v. Bank of America, N.A.***, CV 14-1855 (C.D. Cal.).

- Hilsoft provided notice for both the class certification and the settlement phases of the case. The individual notice efforts included sending postcard notices to more than 2.3 million class members, which reached 96% of the class. Publication notice in a national newspaper, targeted internet banner notices and a settlement website further extended the reach of the notice plan. ***Waldrup v. Countrywide Financial Corporation, et al.***, 2:13-cv-08833 (C.D. Cal.).

- An extensive notice effort regarding asbestos personal injury claims and rights as to Debtors' Joint Plan of Reorganization and Disclosure Statement that was designed and implemented by Hilsoft. The notice program included nationwide consumer print publications, trade and union labor publications, internet banner advertising, an informational release, and a website. ***In re: Kaiser Gypsum Company, Inc., el al.***, 16-31602 (Bankr. W.D. N.C.).

- Hilsoft designed and implemented an extensive settlement notice plan for a class period spanning more than 40 years for smokers of light cigarettes. The notice plan delivered a measured reach of approximately 87.8% of Arkansas adults 25+ with a frequency of 8.9 times and approximately 91.1% of Arkansas adults 55+ with a frequency of 10.8 times. Hispanic newspaper notice, an informational release, radio public service announcements ("PSAs"), sponsored search listings and a case website further enhanced reach. ***Miner v. Philip Morris USA, Inc.***, 60CV03-4661 (Ark. Cir. Ct.).

- A large asbestos bar date notice effort, which included individual notice, national consumer publications, hundreds of local and national newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience. ***In re: Energy Future Holdings Corp., et al.***, 14-10979 (Bankr. D. Del.).

- Overdraft fee class actions have been brought against nearly every major U.S. commercial bank. For related settlements from 2010-2020, Hilsoft has developed programs that integrate individual notice, and in some cases paid media efforts. Fifth Third Bank, National City Bank, Bank of Oklahoma, Webster Bank, Harris Bank, M& I Bank, PNC Bank, Compass Bank, Commerce Bank, Citizens Bank, Great Western Bank, TD Bank, BancorpSouth, Comerica Bank, Susquehanna Bank, Associated Bank, Capital One, M&T Bank, Iberiabank and Synovus are among the more than 20 banks that have retained Epiq (Hilsoft). ***In re: Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.).

- For one of the largest and most complex class action case in Canadian history, Hilsoft designed and implemented groundbreaking notice to disparate, remote indigenous people in the multi-billion-dollar settlement. ***In re: Residential Schools Class Action Litigation***, 00-CV-192059 CPA (Ont. Super. Ct.).

- BP's $7.8 billion settlement related to the Deepwater Horizon oil spill emerged from possibly the most complex class action case in U.S. history. Hilsoft drafted and opined on all forms of notice. The 2012 dual notice program to "Economic and Property Damages" and "Medical Benefits" settlement classes designed by Hilsoft reached at least 95% Gulf Coast region adults via more than 7,900 television spots, 5,200 radio spots, 5,400 print insertions in newspapers, consumer publications, and trade journals, digital media, and individual notice. Subsequently, Hilsoft designed and implemented one of the largest claim deadline notice campaigns ever implemented, which resulted in a combined measurable paid print, television, radio and internet effort, which reached in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas an average of 5.5 times each. ***In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).

- Extensive point of sale notice program of a settlement, which provided payments of up to $100,000 related to Chinese drywall – 100 million notices distributed to Lowe's purchasers during a six-week period. ***Vereen v. Lowe's Home Centers***, SU10-CV-2267B (Ga. Super. Ct.).

LEGAL NOTICING EXPERTS

Cameron Azari, Esq., Epiq Senior Vice President, Hilsoft Director of Legal Notice

Cameron Azari, Esq. has more than 21 years of experience in the design and implementation of legal notice and claims administration programs. He is a nationally recognized expert in the creation of class action notification campaigns in compliance with Fed R. Civ. P. 23(c)(2) (d)(2) and (e) and similar state class action statutes. Cameron has been responsible for hundreds of legal notice and advertising programs. During his career, he has been involved in an array of high profile class action matters, including *In re: Takata Airbag Products Liability Litigation, In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (MasterCard & Visa), In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement), In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010, In re: Checking Account Overdraft Litigation,* and *In re: Residential Schools Class Action Litigation*. He is an active author and speaker on a broad range of legal notice and class action topics ranging from FRCP Rule 23 to email noticing, response rates, and optimizing settlement effectiveness. Cameron is an active member of the Oregon State Bar. He received his B.S. from Willamette University and his J.D. from Northwestern School of Law at Lewis and Clark College. Cameron can be reached at caza@legalnotice.com.

Lauran Schultz, Epiq Managing Director

Lauran Schultz consults with Hilsoft clients on complex noticing issues. Lauran has more than 20 years of experience as a professional in the marketing and advertising field, specializing in legal notice and class action administration since 2005. High profile actions he has been involved in include companies such as BP, Bank of America, Fifth Third Bank, Symantec Corporation, Lowe's Home Centers, First Health, Apple, TJX, CNA and Carrier Corporation. Prior to joining Epiq in 2005, Lauran was a Senior Vice President of Marketing at National City Bank in Cleveland, Ohio. Lauran's education includes advanced study in political science at the University of Wisconsin-Madison along with a Ford Foundation fellowship from the Social Science Research Council and American Council of Learned Societies. Lauran can be reached at lschultz@hilsoft.com.

Kyle Bingham, Manager of Strategic Communications

Kyle Bingham has 15 years of experience in the advertising industry. At Hilsoft and Epiq, Kyle is responsible for overseeing the research, planning, and execution of advertising campaigns for legal notice programs including class action, bankruptcy and other legal cases. Kyle has been involved in the design and implementation of numerous legal notice campaigns, including *In re: Takata Airbag Products Liability Litigation, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch), In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (MasterCard & Visa), In re: Energy Future Holdings Corp., et al. (Asbestos Claims Bar Notice), In re: Residential Schools Class Action Litigation, Hale v. State Farm Mutual Automobile Insurance Company,* and *In re: Checking Account Overdraft Litigation*. Prior to joining Epiq and Hilsoft, Kyle worked at Wieden+Kennedy for seven years, an industry-leading advertising agency where he planned and purchased print, digital and broadcast media, and presented strategy and media campaigns to clients for multi-million dollar branding campaigns and regional direct response initiatives. He received his B.A. from Willamette University. Kyle can be reached at kbingham@epiqglobal.com.

ARTICLES AND PRESENTATIONS

- **Cameron Azari** Speaker, "Virtual Global Class Actions Symposium 2020, Class Actions Case Management Panel." November 18, 2020.
- **Cameron Azari** Speaker, "Consumers and Class Action Notices: An FTC Workshop." Federal Trade Commission, Washington, DC, October 29, 2019.
- **Cameron Azari** Speaker, "The New Outlook for Automotive Class Action Litigation: Coattails, Recalls, and Loss of Value/Diminution Cases." ACI's Automotive Product Liability Litigation Conference." American Conference Institute, Chicago, IL, July 18, 2019.
- **Cameron Azari** Moderator, "Prepare for the Future of Automotive Class Actions." Bloomberg Next, Webinar-CLE, November 6, 2018.
- **Cameron Azari** Speaker, "The Battleground for Class Certification: Plaintiff and Defense Burdens, Commonality Requirements and Ascertainability." 30th National Forum on Consumer Finance Class Actions and Government Enforcement, Chicago, IL, July 17, 2018.
- **Cameron Azari** Speaker, "Recent Developments in Class Action Notice and Claims Administration." PLI's Class Action Litigation 2018 Conference, New York, NY, June 21, 2018.
- **Cameron Azari** Speaker, "One Class Action or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements." 5th Annual Western Regional CLE Program on Class Actions and Mass Torts. Clyde & Co LLP, San Francisco, CA, June 22, 2018.
- **Cameron Azari** Co-Author, *A Practical Guide to Chapter 11 Bankruptcy Publication Notice*. E-book, published, May 2017.
- **Cameron Azari** Featured Speaker, "Proposed Changes to Rule 23 Notice and Scrutiny of Claim Filing Rates," DC Consumer Class Action Lawyers Luncheon, December 6, 2016.
- **Cameron Azari** Speaker, "Recent Developments in Consumer Class Action Notice and Claims Administration." Berman DeValerio Litigation Group, San Francisco, CA, June 8, 2016.
- **Cameron Azari** Speaker, "2016 Cybersecurity & Privacy Summit. Moving From 'Issue Spotting' To Implementing a Mature Risk Management Model." King & Spalding, Atlanta, GA, April 25, 2016.
- **Cameron Azari** Speaker, "Live Cyber Incident Simulation Exercise." Advisen's Cyber Risk Insights Conference, London, UK, February 10, 2015.
- **Cameron Azari** Speaker, "Pitfalls of Class Action Notice and Claims Administration." PLI's Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.
- **Cameron Azari** Co-Author, "What You Need to Know About Frequency Capping In Online Class Action Notice Programs." *Class Action Litigation Report*, June 2014.
- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, New York, NY, April 7-8, 2014 and Chicago, IL, April 28-29, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements - Recent Developments." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 29-30, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Building Products Cases." HarrisMartin's Construction Product Litigation Conference, Miami, FL, October 25, 2013.

- **Cameron Azari** Co-Author, "Class Action Legal Noticing: Plain Language Revisited." *Law360*, April 2013.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements Getting your Settlement Approved." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 31-February 1, 2013.
- **Cameron Azari** Speaker, "Perspectives from Class Action Claims Administrators: Email Notices and Response Rates." CLE International's 8th Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.
- **Cameron Azari** Speaker, "Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 26-27, 2012.
- **Lauran Schultz** Speaker, "Legal Notice Best Practices: Building a Workable Settlement Structure." CLE International's 7th Annual Class Action Conference, San Francisco, CA, May 2011.
- **Cameron Azari** Speaker, "Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 2011.
- **Cameron Azari** Speaker, "Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices." CLE International's 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.
- **Lauran Schultz** Speaker, "Efficiency and Adequacy Considerations in Class Action Media Notice Programs." Chicago Bar Association, Chicago, IL, 2009.
- **Cameron Azari** Author, "Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices." *Thomson Reuters Class Action Litigation Reporter*, June 2008.
- **Cameron Azari** Speaker, "Planning for a Smooth Settlement." ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.
- **Cameron Azari** Speaker, "Structuring a Litigation Settlement." CLE International's 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.
- **Cameron Azari** Speaker, "Noticing and Response Rates in Class Action Settlements" – Class Action Bar Gathering, Vancouver, British Columbia, 2007.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Stoel Rives litigation group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Stroock & Stroock & Lavan Litigation Group, Los Angeles, CA, 2005.
- **Cameron Azari** Author, "Twice the Notice or No Settlement." Current Developments – Issue II, August 2003.
- **Cameron Azari** Speaker, "A Scientific Approach to Legal Notice Communication" – Weil Gotshal litigation group, New York, NY, 2003.

JUDICIAL COMMENTS

Judge Anne-Christine Massullo, *Morris v. Provident Credit Union* (June 23, 2021) CGC-19-581616, Sup. Ct. Cal. Cty. of San Fran.:

> *The Notice approved by this Court was distributed to the Classes in substantial compliance with this Court's Order Certifying Classes for Settlement Purposes and Granting Preliminary Approval of Class Settlement ("Preliminary Approval Order") and the Agreement. The Notice met the requirements of due process and California Rules of Court, rules 3.766 and 3.769(f). The notice to the Classes was adequate.*

Judge Esther Salas, *Sager, et al. v. Volkswagen Group of America, Inc., et al.* (June 22, 2021) 18-cv-13556 (D.N.J.):

> *The Court further finds and concludes that Class Notice was properly and timely disseminated to the Settlement Class in accordance with the Class Notice Plan set forth in the Settlement Agreement and the Preliminary Approval Order (Dkt. No. 69). The Class Notice Plan and its implementation in this case fully satisfy Rule 23, the requirements of due process and constitute the best notice practicable under the circumstances.*

Judge Josephine L. Staton, *In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc., et al.* (June 10, 2021) 8:17-CV-00838 & 18-cv-02223 (C.D. Cal.):

> *The Class Notice was disseminated in accordance with the procedures required by the Court's Orders … in accordance with applicable law, and satisfied the requirements of Rule 23(e) and due process and constituted the best notice practicable for the reasons discussed in the Preliminary Approval Order and Final Approval Order.*

Judge Harvey Schlesinger, *In re: Disposable Contact Lens Antitrust Litigation* (ABB Concise Optical Group, LLC) (May 31, 2021) 3:15-md-02626 (M.D. Fla.):

> *The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of (i) the pendency of the Action; (ii) the effect of the Settlement Agreement (including the Releases to be provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreement, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Class; (vi) the right to appear at the Fairness Hearing; and (vii) the fact that Plaintiffs may receive incentive awards; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreement; and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).*

Judge Haywood S. Gilliam, Jr. *Richards, et al. v. Chime Financial, Inc.* (May 24, 2021) 4:19-cv-06864 (N.D. Cal.):

> *The Court finds that the notice and notice plan previously approved by the Court was implemented and complies with Rule 23(c)(2)(B)… The Court ordered that the third-party settlement administrator send class notice via email based on a class list Defendant provided… Epiq Class Action & Claims Solutions, Inc., the third-party settlement administrator, represents that class notice was provided as directed… Epiq received a total of 527,505 records for potential Class Members, including their email addresses…. If the receiving email server could not deliver the message, a "bounce code" was returned to Epiq indicating that the message was undeliverable…. Epiq made two additional attempts to deliver the email notice… As of Mach 1, 2021, a total of 495,006 email notices were delivered, and 32,499 remained undeliverable… In light of these facts, the Court finds that the parties have sufficiently provided the best practicable notice to the Class Members.*

Judge Henry Edward Autrey, *Pearlstone v. Wal-Mart Stores, Inc.* (Apr. 22, 2021) 4:17-cv-02856 (C.D. Cal.):

> *The Court finds that adequate notice was given to all Settlement Class Members pursuant to the terms of the Parties' Settlement Agreement and the Preliminary Approval Order. The Court has further determined that the Notice Plan fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule 23(c)(2) and 23(e)(1), applicable law, and the Due Process Clause of the United States Constitution.*

Judge Lucy H. Koh, *Grace v. Apple, Inc.* (Mar. 31, 2021) 17-CV-00551 (N.D. Cal.):

> *Federal Rule of Civil Procedure 23(c)(2)(B) requires that the settling parties provide class members with "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3)." The Court finds that the Notice Plan, which was direct notice sent to 99.8% of the Settlement Class via email and U.S. Mail, has been implemented in compliance with this Court's Order (ECF No. 426) and complies with Rule 23(c)(2)(B).*

Judge Gary A. Fenner, *In re: Pre-Filled Propane Tank Antitrust Litigation* (Mar. 30, 2021) MDL No. 2567, 14-2567 (W.D. Mo.):

> *Based upon the Declaration of Cameron Azari, on behalf of Epiq, the Administrator appointed by the Court, the Court finds that the Notice Program has been properly implemented. That Declaration shows that there have been no requests for exclusion from the Settlement, and no objections to the Settlement. Finally, the Declaration reflects that AmeriGas has given appropriate notice of this settlement to the Attorney General of the United States and the appropriate State officials under the Class Action Fairness Act, 28 U.S.C. § 1715, and no objections have been received from any of them.*

Judge Richard Seeborg, *Bautista v. Valero Marketing and Supply Company* (Mar. 17, 2021) 3:15-cv-05557 (N.D. Cal.):

> *The Notice given to the Settlement Class in accordance with the Notice Order was the best notice practicable under the circumstances of these proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.*

Judge James D. Peterson, *Fox, et al. v. Iowa Health System d.b.a. UnityPoint Health* (Mar. 4, 2021) 18-cv-327 (W.D. Wis.):

> *The approved Notice plan provided for direct mail notice to all class members at their last known address according to UnityPoint's records, as updated by the administrator through the U.S. Postal Service. For postcards returned undeliverable, the administrator tried to find updated addresses for those class members. The administrator maintained the Settlement website and made Spanish versions of the Long Form Notice and Claim Form available upon request. The administrator also maintained a toll-free telephone line which provides class members detailed information about the settlement and allows individuals to request a claim form be mailed to them.*
>
> *The Court finds that this Notice (i) constituted the best notice practicable under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class members of the Settlement, the effect of the Settlement (including the release therein), and their right to object to the terms of the settlement and appear at the Final Approval Hearing; (iii) constituted due and sufficient notice of the Settlement to all reasonably identifiable persons entitled to receive such notice; (iv) satisfied the requirements of due process, Federal Rule of Civil Procedure 23(e)(1) and the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all applicable laws and rules.*

Judge Larry A. Burns, *Trujillo, et al. v. Ametek, Inc., et al.* (Mar. 3, 2021) 3:15-cv-01394 (S.D. Cal.):

> *The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 181-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing… The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.*

Judge Sherri A. Lydon, *Fitzhenry v. Independent Home Products, LLC* (Mar. 2, 2021) 2:19-cv-02993 (D.S.C.):

> *Notice was provided to Class Members in compliance with Section VI of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (i) fully and accurately informed Settlement Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (iii) provided procedures for Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and place of the final fairness hearing.*

Judge James V. Selna, *Alvarez v. Sirius XM Radio Inc.* (Feb. 9, 2021) 2:18-cv-8605 (C.D. Cal.):

> *The Court finds that the dissemination of the Notices attached as Exhibits to the Settlement Agreement: (a) was implemented in accordance with the Notice Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the Releases to be provided thereunder); (v) Named Plaintiffs' application for the payment of Service Awards; (vi) Class Counsel's motion for an award an attorneys' fees and expenses; (vii) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for attorneys' fees and expenses (including a Service Award to the Named Plaintiffs and Mr. Wright); and (viii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.*

Judge Jon S .Tigar, *Elder v. Hilton Worldwide Holdings, Inc.* (Feb. 4, 2021) 16-cv-00278 (N.D. Cal.):

> *"Epiq implemented the notice plan precisely as set out in the Settlement Agreement and as ordered by the Court." ECF No. 162 at 9-10. Epiq sent initial notice by email to 8,777 Class Members and by U.S. Mail to the remaining 1,244 Class members. Id. at 10. The Notice informed Class Members about all aspects of the Settlement, the date and time of the fairness hearing, and the process for objections. ECF No. 155 at 28-37. Epiq then mailed notice to the 2,696 Class Members whose emails were returned as undeliverable. Id. "Of the 10,021 Class Members identified from Defendants' records, Epiq was unable to deliver the notice to only 35 Class Members. Accordingly, the reach of the notice is 99.65%." Id. (citation omitted). Epiq also created and maintained a settlement website and a toll-free hotline that Class Members could call if they had questions about the settlement. Id.*
>
> *The Court finds that the parties have complied with the Court's preliminary approval order and, because the notice plan complied with Rule 23, have provided adequate notice to class members.*

Judge Michael W. Jones, *Wallace, et al, v. Monier Lifetile LLC, et al.* (Jan. 15, 2021) SCV-16410 (Sup. Ct. Cal.):

> *The Court also finds that the Class Notice and notice process were implemented in accordance with the Preliminary Approval Order, providing the best practicable notice under the circumstances.*

Judge Kristi K. DuBose, *Drazen v. GoDaddy.com, LLC* and *Bennett v. GoDaddy.com, LLC* (Dec. 23, 2020) 1:19-cv-00563 (S.D. Ala.):

> *The Court finds that the Notice and the claims procedures actually implemented satisfy due process, meet the requirements of Rule 23(e)(1), and the Notice constitutes the best notice practicable under the circumstances.*

Judge Haywood S. Gilliam, Jr.*, Izor v. Abacus Data Systems, Inc.* (Dec. 21, 2020) 19-cv-01057 (N.D. Cal.):

> *The Court finds that the notice plan previously approved by the Court was implemented and that the notice thus satisfied Rule 23(c)(2)(B). [T]he Court finds that the parties have sufficiently provided the best practicable notice to the class members.*

Judge Christopher C. Conner, *Al's Discount Plumbing, et al. v. Viega, LLC* (Dec. 18, 2020) 19-cv-00159 (M.D. Pa.):

> *The Court finds that the notice and notice plan previously approved by the Court was implemented and complies with Fed. R. Civ. P. 23(c)(2)(B) and due process. Specifically, the Court ordered that the third-party Settlement Administrator, Epiq, send class notice via email, U.S. mail, by publication in two recognized industry magazines, Plumber and PHC News, in both their print and online digital forms, and to implement a digital media campaign. (ECF 99). Epiq represents that class notice was provided as directed. See Declaration of Cameron R. Azari, ¶¶ 12-15 (ECF 104-13).*

Judge Naomi Reice Buchwald, *In re: Libor-Based Financial Instruments Antitrust Litigation* (Dec. 16, 2020) MDL No. 2262 1:11-md-2262 (S.D.N.Y.):

> *Upon review of the record, the Court hereby finds that the forms and methods of notifying the members of the Settlement Classes and their terms and conditions have met the requirements of the United States Constitution (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all members of the Settlement Classes of these proceedings and the matters set forth herein, including the Settlements, the Plan of Allocation and the Fairness Hearing. Therefore, the Class Notice is finally approved.*

Judge Larry A. Burns, *Cox, et al. Ametek, Inc., et al.* (Dec 15, 2020) 3:17-cv-00597 (S.D. Cal.):

> *The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 129-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing… The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.*

Judge Timothy J. Sullivan*, Robinson v. Nationstar Mortgage LLC* (Dec. 11, 2020) 8:14-cv-03667 (D. Md.):

> *The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the United States Constitution, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements of Due Process.*

Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation* (Dec. 10, 2020) 4:13-md-02420, MDL No. 2420 (N.D. Cal.):

> *The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order prior to remand, and a second notice campaign thereafter. (See Dkt. No. 2571.) The class received direct and indirect notice through several methods – email notice, mailed notice upon request, an informative settlement website, a telephone support line, and a vigorous online campaign. Digital banner advertisements were targeted specifically to settlement class members, including on Google and Yahoo's ad networks, as well as Facebook and Instagram, with over 396 million impressions delivered. Sponsored search listings were employed on Google, Yahoo and Bing, resulting in 216,477 results, with 1,845 clicks through to the settlement website. An informational released was distributed to 495 media contacts in the consumer electronics industry. The case website has continued to be maintained as a channel for communications with class members. Between February 11, 2020 and April 23, 2020, there were 207,205 unique visitors to the website. In the same period, the toll-free telephone number available to class members received 515 calls.*

Judge Katherine A. Bacal, *Garvin v. San Diego Unified Port District* (Nov. 20, 2020) 37-2020-00015064 (Sup. Ct. Cal.):

> *Notice was provided to Class Members in compliance with the Settlement Agreement, California Code of Civil Procedure §382 and California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing notice to all individual Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Notice fully satisfied the requirements of due process.*

Judge Catherine D. Perry*, Pirozzi, et al. v. Massage Envy Franchising, LLC* (Nov. 13, 2020) 4:19-cv-807 (E.D. Mo.):

> *The COURT hereby finds that the CLASS NOTICE given to the CLASS: (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the time and manner by which CLASS MEMBERS could submit a CLAIM under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances, constituted a reasonable manner of notice to all class members who would be bound by the SETTLEMENT, and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.*

Judge Robert E. Payne, *Skochin, et al. v. Genworth Life Insurance Company, et al.* (Nov. 12, 2020) 3:19-cv-00049 (E.D. Vir.):

> *For the reasons set forth in the Court's Memorandum Opinion addressing objections to the Settlement Agreement, . . . the plan to disseminate the Class Notice and Publication Notice, which the Court previously approved, has been implemented and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process.*

Judge Jeff Carpenter*, Eastwood Construction LLC, et al. v. City of Monroe* (Oct. 27, 2020) 18-cvs-2692 and ***The Estate of Donald Alan Plyler Sr., et al. v. City of Monroe*** (Oct. 27, 2020) 19-cvs-1825 (Sup. Ct. N.C.):

> *Therefore, the Court GRANTS the Final Approval Motion, CERTIFIES the class as defined below for settlement purposes only, APPROVES the Settlement, and GRANTS the Fee Motion…*
> *The Settlement Agreement and the Settlement Notice are found to be fair, reasonable, adequate, and in the best interests of the Settlement Class, and are hereby approved pursuant to North Carolina Rule of Civil Procedure 23. The Parties are hereby authorized and directed to comply with and to consummate the Settlement Agreement in accordance with the terms and provisions set forth in the Settlement Agreement, and the Clerk of the Court is directed to enter and docket this Order and Final Judgement in the Actions.*

Judge M. James Lorenz, *Walters, et al. v. Target Corp.* (Oct. 26, 2020) 3:16-cv-1678 (S.D. Cal.):

> *The Court has determined that the Class Notices given to Settlement Class members fully and accurately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members consistent with all applicable requirements. The Court further finds that the Notice Program satisfies due process and has been fully implemented.*

Judge Maren E. Nelson, *Harris, et al. v. Farmers Insurance Exchange and Mid Century Insurance Company* (Oct. 26, 2020) BC 579498 (Sup. Ct Cal.):

> *Distribution of Notice directed to the Settlement Class Members as set forth in the Settlement has been completed in conformity with the Preliminary Approval Order, including individual notice to all Settlement Class members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Notice, which reached 99.9% of all Settlement Class Members, provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement, to all persons entitled to Notice, and the Notice and its distribution fully satisfied the requirements of due process.*

Judge Vera M. Scanlon, *Lashambae v. Capital One Bank, N.A.* (Oct. 21, 2020) 1:17-cv-06406 (E.D.N.Y.):

> *The Class Notice, as amended, contained all of the necessary elements, including the class definition, the identifies of the named Parties and their counsel, a summary of the terms of the proposed Settlement, information regarding the manner in which objections may be submitted, information regarding the opt-out procedures and deadlines, and the date and location of the Final Approval Hearing. Notice was successfully delivered to approximately 98.7% of the Settlement Class and only 78 individual Settlement Class Members did not receive notice by email or first class mail.*
>
> *Having reviewed the content of the Class Notice, as amended, and the manner in which the Class Notice was disseminated, this Court finds that the Class Notice, as amended, satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules. The Class Notice, as amended, provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and provided this Court with jurisdiction over the absent Settlement Class Members. See Fed. R. Civ. P. 23(c)(2)(B).*

Chancellor Walter L. Evans, *K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals* (Oct. 14, 2020) CH-13-04871-1 (30th Jud. Dist. Tenn.):

> *Based upon the filings and the record as a whole, the Court finds and determines that dissemination of the Class Notice as set forth herein complies with Tenn. R. Civ. P. 23.03(3) and 23.05 and (i) constitutes the best practicable notice under the circumstances, (ii) was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of Class Settlement, their rights to object to the proposed Settlement, (iii) was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, (iv) meets all applicable requirements of Due Process; (v) and properly provides notice of the attorney's fees that Class Counsel shall seek in this action. As a result, the Court finds that Class Members were properly notified of their rights, received full Due Process . . . .*

Judge Sara L. Ellis, *Nelson v. Roadrunner Transportation Systems, Inc.* (Sept. 15, 2020) 1:18-cv-07400 (N.D. Ill.):

> *Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and the proposed Service Award payment to Plaintiff have been provided to Settlement Class Members as directed by this Court's Orders,*
>
> *The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).*

Judge George H. Wu, *Lusnak v. Bank of America, N.A.* (Aug. 10, 2020) CV 14-1855 (C.D. Cal.):

> *The Court finds that the Notice program for disseminating notice to the Settlement Class, provided for in the Settlement Agreement and previously approved and directed by the Court, has been implemented by the Settlement Administrator and the Parties. The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of the Lawsuit, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires; the opportunity, the time, and manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, due process under the U.S. Constitution, and any other applicable law.*

Judge James Lawrence King, *Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A.* (Aug. 10, 2020) 1:10-cv-22190 (S.D. Fla.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

> *The Court finds that the members of the Settlement Class were provided with the best practicable notice; the notice was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement was widely publicized, and any member of the Settlement Class who wished to express comments or objections had ample opportunity and means to do so.*

Judge Jeffrey S. Ross, *Lehman v. Transbay Joint Powers Authority, et al.* (Aug. 7, 2020) CGC-16-553758 (Sup. Ct. Cal.):

> *The Notice approved by this Court was distributed to the Settlement Class Members in compliance with this Court's Order Granting Preliminary Approval of Class Action Settlement, dated May 8, 2020. The Notice provided to the Settlement Class Members met the requirements of due process and constituted the best notice practicable in the circumstances. Based on evidence and other material submitted in conjunction with the final approval hearing, notice to the class was adequate.*

Judge Jean Hoefer Toal, *Cook, et al. v. South Carolina Public Service Authority, et al.* (July 31, 2020) 2019-CP-23-6675 (Ct. of Com. Pleas. 13th Jud. Cir. S.C.):

> *Notice was sent to more than 1.65 million Class members, published in newspapers whose collective circulation covers the entirety of the State, and supplemented with internet banner ads totaling approximately 12.3 million impressions. The notices directed Class members to the settlement website and toll-free line for additional inquiries and further information. After this extensive notice campaign, only 78 individuals (0.0047%) have opted-out, and only nine (0.00054%) have objected. The Court finds this response to be overwhelmingly favorable.*

Judge Peter J. Messitte, *Jackson, et al. v. Viking Group, Inc., et al.* (July 28, 2020) 8:18-cv-02356 (D. Md.):

> *[T]he Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order as amended. The Court finds that the Notice Plan: (i) constitutes the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this Lawsuit and the terms of the Settlement, their right to exclude themselves from the Settlement, or to object to any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Final Approval Order and the Final Judgment, whether favorable or unfavorable, on all Persons who do not exclude themselves from the Settlement Class, (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.*

Judge Michael P. Shea, *Grayson, et al. v. General Electric Company* (July 27, 2020) 3:13-cv-01799 (D. Conn.):

> *Pursuant to the Preliminary Approval Order, the Settlement Notice was mailed, emailed and disseminated by the other means described in the Settlement Agreement to the Class Members. This Court finds that this notice procedure was (i) the best practicable notice; (ii) reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Civil Action and of their right to object to or exclude themselves from the proposed Settlement; and (iii) reasonable and constitutes due, adequate, and sufficient notice to all entities and persons entitled to receive notice.*

Judge Gerald J. Pappert, *Rose v. The Travelers Home and Marine Insurance Company, et al.* (July 20, 2020) 19-cv-00977 (E.D. Pa.):

> *The Class Notice . . . has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. Such Class Notice (i) constituted the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency and nature of this Action, the definition of the Settlement Class, the terms of the Settlement Agreement, the rights of the Settlement Class to exclude themselves from the settlement or to object to any part of the settlement, the rights of the Settlement Class to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Settlement Agreement on all persons who do not exclude themselves from the Settlement Class, (iii) provided due, adequate, and sufficient notice to the Settlement Class; and (iv) fully satisfied all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.*

Judge Christina A. Snyder, *Waldrup v. Countrywide Financial Corporation, et al.* (July 16, 2020) 2:13-cv-08833 (C.D. Cal.):

> *The Court finds that mailed and publication notice previously given to Class Members in the Action was the best notice practicable under the circumstances, and satisfies the requirements of due process and FED. R. CIV. P. 23. The Court further finds that, because (a) adequate notice has been provided to all Class Members*

and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, it has jurisdiction over all Class Members. The Court further finds that all requirements of statute (including but not limited to 28 U.S.C. § 1715), rule, and state and federal constitutions necessary to effectuate this Settlement have been met and satisfied.

Judge James Donato, *Coffeng, et al. v. Volkswagen Group of America, Inc.* (June 10, 2020) 17-cv-01825 (N.D. Cal.):

The Court finds that, as demonstrated by the Declaration and Supplemental Declaration of Cameron Azari, and counsel's submissions, Notice to the Settlement Class was timely and properly effectuated in accordance with FED. R. CIV. P. 23(e) and the approved Notice Plan set forth in the Court's Preliminary Approval Order. The Court finds that said Notice constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Judge Michael W. Fitzgerald*, Behfarin v. Pruco Life Insurance Company, et al.* (June 3, 2020) 17-cv-05290 (C.D. Cal.):

The Court finds that the requirements of Rule 23 of the Federal Rule of Civil Procedure and other laws and rules applicable to final settlement approval of class actions have been satisfied . . . .

This Court finds that the Claims Administrator caused notice to be disseminated to the Class in accordance with the plan to disseminate Notice outlined in the Settlement Agreement and the Preliminary Approval Order, and that Notice was given in an adequate and sufficient manner and complies with Due Process and Fed. R. Civ. P. 23.

Judge Nancy J. Rosenstengel, *First Impressions Salon, Inc., et al. v. National Milk Producers Federation, et al.* (Apr. 27, 2020) 3:13-cv-00454 (S.D. Ill.):

The Court finds that the Notice given to the Class Members was completed as approved by this Court and complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process. The settlement Notice Plan was modeled on and supplements the previous court-approved plan and, having been completed, constitutes the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice provided Class members due and adequate notice of the Settlement, the Settlement Agreement, the Plan of Distribution, these proceedings, and the rights of Class members to opt-out of the Class and/or object to Final Approval of the Settlement, as well as Plaintiffs' Motion requesting attorney fees, costs, and Class Representative service awards.

Judge Harvey Schlesinger, *In re: Disposable Contact Lens Antitrust Litigation* (CooperVision, Inc.) (Mar. 4, 2020) 3:15-md-02626 (M.D. Fla.):

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Orders; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Classes of (i) the pendency of the Action; (ii) the effect of the Settlement Agreements (including the Releases to the provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreements, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Classes; (vi) the right to appear at the Fairness Hearing; and (vii) the fact that Plaintiffs may receive incentive awards; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreement and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

Judge Amos L. Mazzant, *Stone, et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens* (Mar. 3, 2020) 4:17-cv-00001 (E.D. Tex.):

The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.

In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Equitable Relief Settlement Class; (iii) the claims and issues of the

Equitable Relief Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).

Judge Michael H. Simon, ***In re: Premera Blue Cross Customer Data Security Breach Litigation*** (Mar. 2, 2020) 3:15-md-2633 (D. Ore.):

The Court confirms that the form and content of the Summary Notice, Long Form Notice, Publication Notice, and Claim Form, and the procedure set forth in the Settlement for providing notice of the Settlement to the Class, were in full compliance with the notice requirements of Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e), fully, fairly, accurately, and adequately advised members of the Class of their rights under the Settlement, provided the best notice practicable under the circumstances, fully satisfied the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, and afforded Class Members with adequate time and opportunity to file objections to the Settlement and attorney's fee motion, submit Requests for Exclusion, and submit Claim Forms to the Settlement Administrator.

Judge Maxine M. Chesney, ***McKinney-Drobnis, et al. v. Massage Envy Franchising*** (Mar. 2, 2020) 3:16-cv-6450 (N.D. Cal.):

The COURT hereby finds that the individual direct CLASS NOTICE given to the CLASS via email or First Class U.S. Mail (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the manner in which CLASS MEMBERS could submit a VOUCHER REQUEST under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.

Judge Harry D. Leinenweber, ***Albrecht v. Oasis Power, LLC d/b/a Oasis Energy*** (Feb. 6, 2020) 1:18-cv-1061 (N.D. Ill.):

The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable laws.

Judge Robert Scola, Jr., ***Wilson, et al. v. Volkswagen Group of America, Inc., et al.*** (Jan. 28, 2020) 17-cv-23033 (S.D. Fla.):

The Court finds that the Class Notice, in the form approved by the Court, was properly disseminated to the Settlement Class pursuant to the Notice Plan and constituted the best practicable notice under the circumstances. The forms and methods of the Notice Plan approved by the Court met all applicable requirements of the Federal Rules of Civil Procedure, the United States Code, the United States Constitution (including the Due Process Clause), and any other applicable law.

Judge Michael Davis, ***Garcia v. Target Corporation*** (Jan. 27, 2020) 16-cv-02574 (D. Minn.):

The Court finds that the Notice Plan set forth in Section 4 of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final

Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

Judge Bruce Howe Hendricks, *In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation* (Jan. 9, 2020) MDL No. 2613, 6:15-MN-02613 (D.S.C.):

The Classes have been notified of the settlement pursuant to the plan approved by the Court. After having reviewed the Declaration of Cameron R. Azari (ECF No. 220-1) and the Supplemental Declaration of Cameron R. Azari (ECF No. 225-1), the Court hereby finds that notice was accomplished in accordance with the Court's directives. The Court further finds that the notice program constituted the best practicable notice to the Settlement Classes under the circumstances and fully satisfies the requirements of due process and Federal Rule 23.

Judge Margo K. Brodie, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Dec. 13, 2019) MDL No. 1720, 05-md-1720 (E.D.N.Y.):

The notice and exclusion procedures provided to the Rule 23(b)(3) Settlement Class, including but not limited to the methods of identifying and notifying members of the Rule 23(b)(3) Settlement Class, were fair, adequate, and sufficient, constituted the best practicable notice under the circumstances, and were reasonably calculated to apprise members of the Rule 23(b)(3) Settlement Class of the Action, the terms of the Superseding Settlement Agreement, and their objection rights, and to apprise members of the Rule 23(b)(3) Settlement Class of their exclusion rights, and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, any other applicable laws or rules of the Court, and due process.

Judge Steven Logan, *Knapper v. Cox Communications, Inc.* (Dec. 13, 2019) 2:17-cv-00913 (D. Ariz.):

The Court finds that the form and method for notifying the class members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order (Doc. 120). The Court further finds that the notice satisfied due process principles and the requirements of Federal Rule of Civil Procedure 23(c), and the Plaintiff chose the best practicable notice under the circumstances. The Court further finds that the notice was clearly designed to advise the class members of their rights.

Judge Manish Shah, *Prather v. Wells Fargo Bank, N.A.* (Dec. 10, 2019) 1:17-cv-00481 (N.D. Ill.):

The Court finds that the Notice Plan set forth in Section VIII of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

Judge Liam O'Grady, *Liggio v. Apple Federal Credit Union* (Dec. 6, 2019) 1:18-cv-01059 (E.D. Vir.):

The Court finds that the manner and form of notice (the "Notice Plan") as provided for in the this Court's July 2, 2019 Order granting preliminary approval of class settlement, and as set forth in the Parties' Settlement Agreement was provided to Settlement Class Members by the Settlement Administrator. . . The Notice Plan was reasonably calculated to give actual notice to Settlement Class Members of the right to receive benefits from the Settlement, and to be excluded from or object to the Settlement. The Notice Plan met the requirements of Rule 23(c)(2)(B) and due process and constituted the best notice practicable under the circumstances.

Judge Brian McDonald, *Armon, et al. v. Washington State University* (Nov. 8, 2019) 17-2-23244-1 (consolidated with 17-2-25052-0) (Sup. Ct. Wash.):

The Court finds that the Notice Program, as set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied CR 23(c)(2), was the best Notice practicable under the circumstances, was reasonably calculated to provide-and did provide-due and sufficient Notice to the Settlement Class of the pendency of the Litigation; certification of the Settlement Class for settlement purposes only; the existence and terms of the Settlement; the identity of Class Counsel and appropriate information about Class Counsel's then-forthcoming application for attorneys' fees and incentive awards to the Class Representatives; appropriate information about how to participate in the Settlement; Settlement Class Members' right to exclude themselves; their right to object to the Settlement and to appear at the Final Approval Hearing, through counsel if they desired; and appropriate

instructions as to how to obtain additional information regarding this Litigation and the Settlement. In addition, pursuant to CR 23(c)(2)(B), the Notice properly informed Settlement Class Members that any Settlement Class Member who failed to opt-out would be prohibited from bringing a lawsuit against Defendant based on or related to any of the claims asserted by Plaintiffs, and it satisfied the other requirements of the Civil Rules.

Judge Andrew J. Guilford, *In re: Wells Fargo Collateral Protection Insurance Litigation* (Nov. 4, 2019) 8:17-ml-02797 (C.D. Cal.):

Epiq Class Action & Claims Solutions, Inc. ("Epiq"), the parties' settlement administrator, was able to deliver the court-approved notice materials to all class members, including 2,254,411 notice packets and 1,019,408 summary notices.

Judge Paul L. Maloney, *Burch v. Whirlpool Corporation* (Oct. 16, 2019) 1:17-cv-00018 (W.D. Mich.):

[T]he Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and applicable state laws and due process.

Judge Gene E.K. Pratter, *Tashica Fulton-Green, et al. v. Accolade, Inc.* (Sept. 24, 2019) 2:18-cv-00274 (E.D. Pa.):

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).

Judge Edwin Torres, *Burrow, et al. v. Forjas Taurus S.A., et al.* (Sept. 6, 2019) 1:16-cv-21606 (S.D. Fla.):

Because the Parties complied with the agreed-to notice provisions as preliminarily approved by this Court, and given that there are no developments or changes in the facts to alter the Court's previous conclusion, the Court finds that the notice provided in this case satisfied the requirements of due process and of Rule 23(c)(2)(B).

Judge Amos L. Mazzant, *Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens* (Aug. 30, 2019) 4:19-cv-00248 (E.D. Tex.):

The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.

In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified 2011 Settlement Class; (iii) the claims and issues of the 2011 Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusions; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).

Judge Karon Owen Bowdre, *In re: Community Health Systems, Inc. Customer Data Security Breach Litigation* (Aug. 22, 2019) MDL No. 2595, 2:15-cv-222 (N.D. Ala.):

The court finds that the Notice Program: (1) satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process; (2) was the best practicable notice under the circumstances; (3) reasonably apprised Settlement Class members of the pendency of the Action and their right to object to the settlement or opt-out of the Settlement Class; and (4) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice. Approximately 90% of the 6,081,189 individuals identified as Settlement Class members received the Initial Postcard Notice of this Settlement Action.

The court further finds, pursuant to Fed. R. Civ. P. 23(c)(2)(B), that the Class Notice adequately informed Settlement Class members of their rights with respect to this action.

Judge Christina A. Snyder, *Zaklit, et al. v. Nationstar Mortgage LLC, et al.* (Aug. 21, 2019) 5:15-cv-02190 (C.D. Cal.):

> *The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.*

Judge Brian M. Cogan, *Luib v. Henkel Consumer Goods Inc.* (Aug. 19, 2019) 1:17-cv-03021 (E.D.N.Y.):

> *The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class members to exclude themselves from the Settlement Agreement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.*

Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation* (Aug. 16, 2019) 4:13-md-02420 MDL No. 2420 (N.D. Cal.):

> *The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order. [T]he notice program reached approximately 87 percent of adults who purchased portable computers, power tools, camcorders, or replacement batteries, and these class members were notified an average of 3.5 times each. As a result of Plaintiffs' notice efforts, in total, 1,025,449 class members have submitted claims. That includes 51,961 new claims, and 973,488 claims filed under the prior settlements.*

Judge Jon Tigar, *McKnight, et al. v. Uber Technologies, Inc., et al.* (Aug. 13, 2019) 3:14-cv-05615 (N.D. Cal.):

> *The settlement administrator, Epiq Systems, Inc., carried out the notice procedures as outlined in the preliminary approval. ECF No. 162 at 17-18. Notices were mailed to over 22 million class members with a success rate of over 90%. Id. at 17. Epiq also created a website, banner ads, and a toll free number. Id. at 17-18. Epiq estimates that it reached through mail and other formats 94.3% of class members. ECF No. 164 ¶ 28. In light of these actions, and the Court's prior order granting preliminary approval, the Court finds that the parties have provided adequate notice to class members.*

Judge Gary W.B. Chang, *Robinson v. First Hawaiian Bank* (Aug. 8, 2019) 17-1-0167-01 (Cir. Ct. of First Cir. Haw.):

> *This Court determines that the Notice Program satisfies all of the due process requirements for a class action settlement.*

Judge Karin Crump, *Hyder, et al. v. Consumers County Mutual Insurance Company* (July 30, 2019) D-1-GN-16-000596 (D. Ct. of Travis County Tex.):

> *Due and adequate Notice of the pendency of this Action and of this Settlement has been provided to members of the Settlement Class, and this Court hereby finds that the Notice Plan described in the Preliminary Approval Order and completed by Defendant complied fully with the requirements of due process, the Texas Rules of Civil Procedure, and the requirements of due process under the Texas and United States Constitutions, and any other applicable laws.*

Judge Wendy Bettlestone, *Underwood v. Kohl's Department Stores, Inc., et al.* (July 24, 2019) 2:15-cv-00730 (E.D. Pa.):

> *The Notice, the contents of which were previously approved by the Court, was disseminated in accordance with the procedures required by the Court's Preliminary Approval Order in accordance with applicable law.*

Judge Andrew G. Ceresia, J.S.C., *Denier, et al. v. Taconic Biosciences, Inc.* (July 15, 2019) 00255851 (Sup Ct. N.Y.):

> *The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of the CPLR.*

Judge Vince G. Chhabria, *Parsons v. Kimpton Hotel & Restaurant Group, LLC* (July 11, 2019) 3:16-cv-05387 (N.D. Cal.):

> *Pursuant to the Preliminary Approval Order, the notice documents were sent to Settlement Class Members by email or by first-class mail, and further notice was achieved via publication in People magazine, internet banner notices, and internet sponsored search listings. The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiff. The Notice and Notice Program constituted sufficient notice to all persons entitled to notice. The Notice and Notice Program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.*

Judge Daniel J. Buckley, *Adlouni v. UCLA Health Systems Auxiliary, et al.* (June 28, 2019) BC589243 (Sup. Ct. Cal.):

> *The Court finds that the notice to the Settlement Class pursuant to the Preliminary Approval Order was appropriate, adequate, and sufficient, and constituted the best notice practicable under the circumstances to all Persons within the definition of the Settlement Class to apprise interested parties of the pendency of the Action, the nature of the claims, the definition of the Settlement Class, and the opportunity to exclude themselves from the Settlement Class or present objections to the settlement. The notice fully complied with the requirements of due process and all applicable statutes and laws and with the California Rules of Court.*

Judge John C. Hayes III, *Lightsey, et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA, et al.* (June 11, 2019) 2017-CP-25-335 (Ct. of Com. Pleas., S.C.):

> *These multiple efforts at notification far exceed the due process requirement that the class representative provide the best practical notice. See Eisen v. Carlisle & Jacquelin, 417 U.S. 156, 94 S.Ct. 2140 (1974); Hospitality Mgmt. Assoc., Inc. v. Shell Oil, Inc., 356 S.C. 644, 591 S.E.2d 611 (2004). Following this extensive notice campaign reaching over 1.6 million potential class member accounts, Class counsel have received just two objections to the settlement and only 24 opt outs.*

Judge Stephen K. Bushong, *Scharfstein v. BP West Coast Products, LLC* (June 4, 2019) 1112-17046 (Ore. Cir., County of Multnomah):

> *The Court finds that the Notice Plan was effected in accordance with the Preliminary Approval and Notice Order, dated March 26, 2019, was made pursuant to ORCP 32 D, and fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.*

Judge Cynthia Bashant, *Lloyd, et al. v. Navy Federal Credit Union* (May 28, 2019) 17-cv-1280 (S.D. Cal.):

> *This Court previously reviewed, and conditionally approved Plaintiffs' class notices subject to certain amendments. The Court affirms once more that notice was adequate.*

Judge Robert W. Gettleman, *Cowen v. Lenny & Larry's Inc.* (May 2, 2019) 1:17-cv-01530 (N.D. Ill.):

> *Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the elements specified by the Court in the preliminary approval order. Adequate notice of the amended settlement and the final approval hearing has also been given. Such notice informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a means to obtain additional information; was adequate notice under the circumstances; was valid, due, and sufficient notice to all Settlement Class [M]embers; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.*

Judge Edward J. Davila, *In re: HP Printer Firmware Update Litigation* (Apr. 25, 2019) 5:16-cv-05820 (N.D. Cal.):

> *Due and adequate notice has been given of the Settlement as required by the Preliminary Approval Order. The Court finds that notice of this Settlement was given to Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Settlement, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.*

Judge Claudia Wilken, *Naiman v. Total Merchant Services, Inc., et al.* (Apr. 16, 2019) 4:17-cv-03806 (N.D. Cal.):

> *The Court also finds that the notice program satisfied the requirements of Federal Rule of Civil Procedure 23 and due process. The notice approved by the Court and disseminated by Epiq constituted the best practicable method for informing the class about the Final Settlement Agreement and relevant aspects of the litigation.*

Judge Paul Gardephe, *37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)* (Mar. 31, 2019) 15-cv-9924 (S.D.N.Y.):

> *The Notice given to Class Members complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and provided due and adequate notice to the Class.*

Judge Alison J. Nathan, *Pantelyat, et al. v. Bank of America, N.A., et al.* (Jan. 31, 2019) 16-cv-08964 (S.D.N.Y.):

> *The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The notice fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules.*

Judge Kenneth M. Hoyt, *Al's Pals Pet Card, LLC, et al. v. Woodforest National Bank, N.A., et al.* (Jan. 30, 2019) 4:17-cv-3852 (S.D. Tex.):

> *[T]he Court finds that the class has been notified of the Settlement pursuant to the plan approved by the Court. The Court further finds that the notice program constituted the best practicable notice to the class under the circumstances and fully satisfies the requirements of due process, including Fed. R. Civ. P. 23(e)(1) and 28 U.S.C. § 1715.*

Judge Robert M. Dow, Jr., *In re: Dealer Management Systems Antitrust Litigation* (Jan. 23, 2019) MDL No. 2817, 18-cv-00864 (N.D. Ill.):

> *The Court finds that the Settlement Administrator fully complied with the Preliminary Approval Order and that the form and manner of providing notice to the Dealership Class of the proposed Settlement with Reynolds was the best notice practicable under the circumstances, including individual notice to all members of the Dealership Class who could be identified through the exercise of reasonable effort. The Court further finds that the notice program provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715(b), and constitutional due process.*

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation* (Ford) (Dec. 20, 2018) MDL No. 2599 (S.D. Fla.):

> *The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: .(i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States*

Constitution (including the Due Process Clause), FED. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge Herndon, *Hale v. State Farm Mutual Automobile Insurance Company, et al.* (Dec. 16, 2018) 3:12-cv-00660 (S.D. Ill.):

The Class here is estimated to include approximately 4.7 million members. Approximately 1.43 million of them received individual postcard or email notice of the terms of the proposed Settlement, and the rest were notified via a robust publication program "estimated to reach 78.8% of all U.S. Adults Aged 35+ approximately 2.4 times." Doc. 966-2 ¶¶ 26, 41. The Court previously approved the notice plan (Doc. 947), and now, having carefully reviewed the declaration of the Notice Administrator (Doc. 966-2), concludes that it was fully and properly executed, and reflected "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." See Fed. R. Civ. P. 23(c)(2)(B). The Court further concludes that CAFA notice was properly effectuated to the attorneys general and insurance commissioners of all 50 states and District of Columbia.

Judge Jesse M. Furman, *Alaska Electrical Pension Fund, et al. v. Bank of America, N.A., et al.* (Nov. 13, 2018) 14-cv-7126 (S.D.N.Y.):

The mailing and distribution of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice efforts described in the Motion for Final Approval, as provided for in the Court's June 26, 2018 Preliminary Approval Order, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.

Judge William L. Campbell, Jr., *Ajose, et al. v. Interline Brands, Inc.* (Oct. 23, 2018) 3:14-cv-01707 (M.D. Tenn.):

The Court finds that the Notice Plan, as approved by the Preliminary Approval Order: (i) satisfied the requirements of Rule 23(c)(3) and due process; (ii) was reasonable and the best practicable notice under the circumstances; (iii) reasonably apprised the Settlement Class of the pendency of the action, the terms of the Agreement, their right to object to the proposed settlement or opt out of the Settlement Class, the right to appear at the Final Fairness Hearing, and the Claims Process; and (iv) was reasonable and constituted due, adequate, and sufficient notice to all those entitled to receive notice.

Judge Joseph C. Spero, *Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN* (Oct. 15, 2018) 3:16-cv-05486 (N.D. Cal.):

[T]the Court finds that notice to the class of the settlement complied with Rule 23(c)(3) and (e) and due process. Rule 23(e)(1) states that "[t]he court must direct notice in a reasonable manner to all class members who would be bound by" a proposed settlement, voluntary dismissal, or compromise. Class members are entitled to the "best notice that is practicable under the circumstances" of any proposed settlement before it is finally approved by the Court. Fed. R. Civ. P. 23(c)(2)(B)…The notice program included notice sent by first class mail to 1,750,564 class members and reached approximately 95.2% of the class.

Judge Marcia G. Cooke, *Dipuglia v. US Coachways, Inc.* (*Sept. 28, 2018)* 1:17-cv-23006 (S.D. Fla.):

The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the Case 1:17-cv-23006-MGC Document 66 Entered on FLSD Docket 09/28/2018 Page 3 of 7 4 proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Beth Labson Freeman, *Gergetz v. Telenav, Inc.* (Sept. 27, 2018) 5:16-cv-04261 (N.D. Cal.):

The Court finds that the Notice and Notice Plan implemented pursuant to the Settlement Agreement, which consists of individual notice sent via first-class U.S. Mail postcard, notice provided via email, and the posting of relevant Settlement documents on the Settlement Website, has been successfully implemented and was the best notice practicable under the circumstances and: (1) constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons

entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Rules of this Court.

Judge M. James Lorenz, *Farrell v. Bank of America, N.A.* (Aug. 31, 2018) 3:16-cv-00492 (S.D. Cal.):

The Court therefore finds that the Class Notices given to Settlement Class members adequately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members. The Court further finds that the Notice Program satisfies due process and has been fully implemented.

Judge Dean D. Pregerson, *Falco, et al. v. Nissan North America, Inc., et al.* (July 16, 2018) 2:13-cv-00686 (C.D. Cal.):

Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and such Notice by first-class mail was given in an adequate and sufficient manner, and constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Judge Lynn Adelman, *In re: Windsor Wood Clad Window Product Liability Litigation* (July 16, 2018) MDL No. 2688, 16-md-02688 (E.D. Wis.):

The Court finds that the Notice Program was appropriately administered, and was the best practicable notice to the Class under the circumstances, satisfying the requirements of Rule 23 and due process. The Notice Program, constitutes due, adequate, and sufficient notice to all persons, entities, and/or organizations entitled to receive notice; fully satisfied the requirements of the Constitution of the United States (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law; and is based on the Federal Judicial Center's illustrative class action notices.

Judge Stephen K. Bushong, *Surrett, et al. v. Western Culinary Institute, et al.* (June 18, 2018) 0803-03530 (Ore. Cir. County of Multnomah):

This Court finds that the distribution of the Notice of Settlement was effected in accordance with the Preliminary Approval/Notice Order, dated February 9, 2018, was made pursuant to ORCP 32 D, and fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Jesse M. Furman, *Alaska Electrical Pension Fund, et al. v. Bank of America, N.A., et al.* (June 1, 2018) 14-cv-7126 (S.D.N.Y.):

The mailing of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice distribution efforts described in the Motion for Final Approval, as provided for in the Court's October 24, 2017 Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.

Judge Brad Seligman, *Larson v. John Hancock Life Insurance Company (U.S.A.)* (May 8, 2018) RG16813803 (Sup. Ct. Cal.):

The Court finds that the Class Notice and dissemination of the Class Notice as carried out by the Settlement Administrator complied with the Court's order granting preliminary approval and all applicable requirements of law, including, but not limited to California Rules of Court, rule 3.769(f) and the Constitutional requirements of due process, and constituted the best notice practicable under the circumstances and sufficient notice to all persons entitled to notice of the Settlement.

[T]he dissemination of the Class Notice constituted the best notice practicable because it included mailing individual notice to all Settlement Class Members who are reasonably identifiable using the same method used to inform class members of certification of the class, following a National Change of Address search and run through the LexisNexis Deceased Database.

Judge Federico A. Moreno, *Masson v. Tallahassee Dodge Chrysler Jeep, LLC* (May 8, 2018) 17-cv-22967 (S.D. Fla.):

> *The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

Chancellor Russell T. Perkins, *Morton v. GreenBank* (Apr. 18, 2018) 11-135-IV (20th Jud. Dist. Tenn.):

> *The Notice Program as provided or in the Agreement and the Preliminary Amended Approval Order constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class members who could be identified through reasonable effort. The Notice Plan fully satisfied the requirements of Tennessee Rule of Civil Procedure 23.03, due process and any other applicable law.*

Judge James V. Selna, *Callaway v. Mercedes-Benz USA, LLC* (Mar. 8, 2018) 8:14-cv-02011 (C.D. Cal.):

> *The Court finds that the notice given to the Class was the best notice practicable under the circumstances of this case, and that the notice complied with the requirements of Federal Rule of Civil Procedure 23 and due process.*
>
> *The notice given by the Class Administrator constituted due and sufficient notice to the Settlement Class, and adequately informed members of the Settlement Class of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement and how to object to the Settlement.*
>
> *The Court has considered and rejected the objection . . . [regarding] the adequacy of the notice plan. The notice given provided ample information regarding the case. Class members also had the ability to seek additional information from the settlement website, from Class Counsel or from the Class Administrator*

Judge Thomas M. Durkin, *Vergara, et al., v. Uber Technologies, Inc.* (Mar. 1, 2018) 1:15-cv-06972 (N.D. Ill.):

> *The Court finds that the Notice Plan set forth in Section IX of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Classes of the pendency of this case, certification of the Settlement Classes for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. Further, the Court finds that Defendant has timely satisfied the notice requirements of 28 U.S.C. Section 1715.*

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation* (Honda & Nissan) (Feb. 28, 2018) MDL No. 2599 (S.D. Fla.):

> *The Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED R. CIV. R. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

Judge Susan O. Hickey, *Larey v. Allstate Property and Casualty Insurance Company* (Feb. 9, 2018) 4:14-cv-04008 (W.D. Kan.):

> *Based on the Court's review of the evidence submitted and argument of counsel, the Court finds and concludes that the Class Notice and Claim Form was mailed to potential Class Members in accordance with the provisions of the Preliminary Approval Order, and together with the Publication Notice, the automated toll-free telephone number, and the settlement website: (i) constituted, under the circumstances, the most effective and practicable notice of the pendency of the Lawsuit, this Stipulation, and the Final Approval*

Hearing to all Class Members who could be identified through reasonable effort; and (ii) met all requirements of the Federal Rules of Civil Procedure, the requirements of due process under the United States Constitution, and the requirements of any other applicable rules or law.

Judge Muriel D. Hughes, *Glaske v. Independent Bank Corporation* (Jan. 11, 2018) 13-009983 (Cir. Ct. Mich.):

The Court-approved Notice Plan satisfied due process requirements . . . The notice, among other things, was calculated to reach Settlement Class Members because it was sent to their last known email or mail address in the Bank's files.

Judge Naomi Reice Buchwald, *Orlander v. Staples, Inc.* (Dec. 13, 2017) 13-CV-0703 (S.D.N.Y.):

The Notice of Class Action Settlement ("Notice") was given to all Class Members who could be identified with reasonable effort in accordance with the terms of the Settlement Agreement and Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and the terms and conditions of the proposed Settlement met the requirements of Federal Rule of Civil Procedure 23 and the Constitution of the United States (including the Due Process Clause); and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

Judge Lisa Godbey Wood, *T.A.N. v. PNI Digital Media, Inc.* (Dec. 1, 2017) 2:16-cv-132 (S.D. Ga.):

Notice to the Settlement Class Members required by Rule 23 has been provided as directed by this Court in the Preliminary Approval Order, and such notice constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the Settlement Class Members, and satisfied the requirements of Rule 23 and due process, and all other applicable laws.

Judge Robin L. Rosenberg, *Gottlieb v. Citgo Petroleum Corporation* (Nov. 29, 2017) 9:16-cv-81911 (S.D. Fla):

The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Donald M. Middlebrooks, *Mahoney v. TT of Pine Ridge, Inc.* (Nov. 20, 2017) 9:17-cv-80029 (S.D. Fla.):

Based on the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement Agreement, and upon the Declaration of Cameron Azari, Esq. (DE 61-1), the Court finds that Class Notice provided to the Settlement Class was the best notice practicable under the circumstances, and that it satisfied the requirements of due process and Federal Rule of Civil Procedure 23(e)(1).

Judge Gerald Austin McHugh, *Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric, et al.* (Nov. 8, 2017) 2:14-cv-04464 (E.D. Pa.):

Notice has been provided to the Settlement Class of the pendency of this Action, the conditional certification of the Settlement Class for purposes of this Settlement, and the preliminary approval of the Settlement Agreement and the Settlement contemplated thereby. The Court finds that the notice provided was the best notice practicable under the circumstances to all persons entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation* (BMW, Mazda, Toyota, & Subaru) (Nov. 1, 2017) MDL No. 2599 (S.D. Fla.):

[T]he Court finds that the Class Notice has been given to the Class in the manner approved in the Preliminary Approval Order. The Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the orders and Final Order and Final Judgment in the Action, whether

favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge Charles R. Breyer, *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation* (May 17, 2017) MDL No. 2672 (N.D. Cal.):

The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice "apprise[d] interested parties of the pendency of the action and afford[ed] them an opportunity to present their objections." Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports that the notice delivery rate of 97.04% "exceed[ed] the expected range and is indicative of the extensive address updating and re-mailing protocols used." (Dkt. No. 3188-2 ¶ 24.)

Judge Rebecca Brett Nightingale, *Ratzlaff, et al. v. BOKF, NA d/b/a Bank of Oklahoma, et al.* (May 15, 2017) CJ-2015-00859 (Dist. Ct. Okla.):

The Court-approved Notice Plan satisfies Oklahoma law because it is "reasonable" (12 O.S. § 2023(E)(I)) and it satisfies due process requirements because it was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15).

Judge Joseph F. Bataillon, *Klug v. Watts Regulator Company* (Apr. 13, 2017) No. 8:15-cv-00061 (D. Neb.):

The court finds that the notice to the Settlement Class of the pendency of the Class Action and of this settlement, as provided by the Settlement Agreement and by the Preliminary Approval Order dated December 7, 2017, constituted the best notice practicable under the circumstances to all persons and entities within the definition of the Settlement Class, and fully complied with the requirements of Federal Rules of Civil Procedure Rule 23 and due process. Due and sufficient proof of the execution of the Notice Plan as outlined in the Preliminary Approval Order has been filed.

Judge Yvonne Gonzalez Rogers, *Bias v. Wells Fargo & Company, et al.* (Apr. 13, 2017) 4:12-cv-00664 (N.D. Cal.):

The form, content, and method of dissemination of Notice of Settlement given to the Settlement Class was adequate and reasonable and constituted the best notice practicable under the circumstances, including both individual notice to all Settlement Class Members who could be identified through reasonable effort and publication notice.

Notice of Settlement, as given, complied with the requirements of Rule 23 of the Federal Rules of Civil Procedure, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

Notice of the Settlement was provided to the appropriate regulators pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(c)(1).

Judge Carlos Murguia, *Whitton v. Deffenbaugh Industries, Inc., et al.* (Dec. 14, 2016) 2:12-cv-02247 and ***Gary, LLC v. Deffenbaugh Industries, Inc., et al.*** 2:13-cv-02634 (D. Kan.):

The Court determines that the Notice Plan as implemented was reasonably calculated to provide the best notice practicable under the circumstances and contained all required information for members of the proposed Settlement Class to act to protect their interests. The Court also finds that Class Members were provided an adequate period of time to receive Notice and respond accordingly.

Judge Yvette Kane, *In re: Shop-Vac Marketing and Sales Practices Litigation* (Dec. 9, 2016) MDL No. 2380 (M.D. Pa.):

The Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all other applicable laws.

Judge Timothy D. Fox, *Miner v. Philip Morris USA, Inc.* (Nov. 21, 2016) 60CV03-4661 (Ark. Cir. Ct.):

> *The Court finds that the Settlement Notice provided to potential members of the Class constituted the best and most practicable notice under the circumstances, thereby complying fully with due process and Rule 23 of the Arkansas Rules of Civil Procedure.*

Judge Eileen Bransten, *In re: HSBC Bank USA, N.A.,* as part of *In re: Checking Account Overdraft Litigation* (Oct. 13, 2016) 650562/2011 (Sup. Ct. N.Y.):

> *This Court finds that the Notice Program and the Notice provided to Settlement Class members fully satisfied the requirements of constitutional due process, the N.Y. C.P.L.R., and any other applicable laws, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto.*

Judge Jerome B. Simandle, *In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation* (Sept. 20, 2016) MDL No. 2540 (D.N.J.):

> *The Court hereby finds that the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances. Said Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the terms of the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23, requirements of due process and any other applicable law.*

Judge Marcia G. Cooke, *Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.* (Apr. 11, 2016) 14-23120 (S.D. Fla.):

> *Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator, Epiq Systems, Inc. [Hilsoft Notifications], has complied with the approved notice process as confirmed in its Declaration filed with the Court on March 23, 2016. The Court finds that the notice process was designed to advise Class Members of their rights. The form and method for notifying Class Members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order, constituted the best notice practicable under the circumstances, and satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, and due process under the United States Constitution and other applicable laws.*

Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation* (Mar. 22, 2016) 4:13-md-02420 MDL No. 2420 (N.D. Cal.):

> *From what I could tell, I liked your approach and the way you did it. I get a lot of these notices that I think are all legalese and no one can really understand them. Yours was not that way.*

Judge Christopher S. Sontchi, *In re: Energy Future Holdings Corp, et al.* (July 30, 2015) 14-10979 (Bankr. D. Del.):

> *Notice of the Asbestos Bar Date as set forth in this Asbestos Bar Date Order and in the manner set forth herein constitutes adequate and sufficient notice of the Asbestos Bar Date and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.*

Judge David C. Norton, *In re: MI Windows and Doors Inc. Products Liability Litigation* (July 22, 2015) MDL No. 2333, 2:12-mn-00001 (D.S.C.):

> *The court finds that the Notice Plan, as described in the Settlement and related declarations, has been faithfully carried out and constituted the best practicable notice to Class Members under the circumstances of this Action, and was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to be provided with Notice.*
>
> *The court also finds that the Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of: (1) the pendency of this class action; (2) their right to exclude themselves from the Settlement Class and the proposed Settlement; (3) their right to object to any aspect of the proposed Settlement (including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the Settlement Class's representation by Named Plaintiffs or Class Counsel, or the award of attorney's and representative fees); (4) their right to appear at the fairness hearing (either on their own or through counsel hired at their own expense); and (5) the binding and*

preclusive effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all Persons who do not request exclusion from the Settlement Class. As such, the court finds that the Notice fully satisfied the requirements of the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the rules of this court, and any other applicable law, and provided sufficient notice to bind all Class Members, regardless of whether a particular Class Member received actual notice.

Judge Robert W. Gettleman, *Adkins, et al. v. Nestlé Purina PetCare Company, et al.* (June 23, 2015) 1:12-cv-02871 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the notice requirements specified by the Court in the Preliminary Approval Order. Such notice fully and accurately informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a variety of means to obtain additional information; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Settlement Class members; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

Judge James Lawrence King, *Steen v. Capital One, N.A.* (May 22, 2015) 2:10-cv-01505 (E.D. La.) and 1:10-cv-22058 (S.D. Fla.) as part of ***In re: Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.):

The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement with Capital One was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so. Azari Decl. ¶¶ 30-39.

Judge Rya W. Zobel, *Gulbankian et al. v. MW Manufacturers, Inc.* (Dec. 29, 2014) 1:10-cv-10392 (D. Mass.):

This Court finds that the Class Notice was provided to the Settlement Class consistent with the Preliminary Approval Order and that it was the best notice practicable and fully satisfied the requirements of the Federal Rules of Civil Procedure, due process, and applicable law. The Court finds that the Notice Plan that was implemented by the Claims Administrator satisfies the requirements of FED. R. CIV. P. 23, 28 U.S.C. § 1715, and Due Process, and is the best notice practicable under the circumstances. The Notice Plan constituted due and sufficient notice of the Settlement, the Final Approval Hearing, and the other matters referred to in the notices. Proof of the giving of such notices has been filed with the Court via the Azari Declaration and its exhibits.

Judge Edward J. Davila, *Rose v. Bank of America Corporation, et al.* (Aug. 29, 2014) 5:11-cv-02390 and 5:12-cv-0400 (N.D. Cal.):

The Court finds that the notice was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of this action, all material elements of the Settlement, the opportunity for Settlement Class Members to exclude themselves from, object to, or comment on the settlement and to appear at the final approval hearing. The notice was the best notice practicable under the circumstances, satisfying the requirements of Rule 23(c)(2)(B); provided notice in a reasonable manner to all class members, satisfying Rule 23(e)(1)(B); was adequate and sufficient notice to all Class Members; and, complied fully with the laws of the United States and of the Federal Rules of Civil Procedure, due process and any other applicable rules of court.

Judge James A. Robertson, II, *Wong, et al. v. Alacer Corp.* (June 27, 2014) CGC-12-519221 (Sup. Ct. Cal.):

Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. Based on the Declaration of Cameron Azari dated March 7, 2014, such Class Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of California Civil Code Section 1781, California Civil Code of Civil Procedure Section 382, Rules 3.766 of the California Rules of Court, and due process.

Judge John Gleeson, ***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*** (Dec. 13, 2013) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

> *The Class Administrator notified class members of the terms of the proposed settlement through a mailed notice and publication campaign that included more than 20 million mailings and publication in more than 400 publications. The notice here meets the requirements of due process and notice standards… The objectors' complaints provide no reason to conclude that the purposes and requirements of a notice to a class were not met here.*

Judge Lance M. Africk, ***Evans, et al. v. TIN, Inc., et al.*** (July 7, 2013) 2:11-cv-02067 (E.D. La.):

> *The Court finds that the dissemination of the Class Notice… as described in Notice Agent Lauran Schultz's Declaration: (a) constituted the best practicable notice to Class Members under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances…; (c) constituted notice that was reasonable, due, adequate, and sufficient; and (d) constituted notice that fully satisfied all applicable legal requirements, including Rules 23(c)(2)(B) and (e)(1) of the Federal Rules of Civil Procedure, the United States Constitution (including Due Process Clause), the Rules of this Court, and any other applicable law, as well as complied with the Federal Judicial Center's illustrative class action notices.*

Judge Edward M. Chen, ***Marolda v. Symantec Corporation*** (Apr. 5, 2013) 3:08-cv-05701 (N.D. Cal.):

> *Approximately 3.9 million notices were delivered by email to class members, but only a very small percentage objected or opted out . . . The Court . . . concludes that notice of settlement to the class was adequate and satisfied all requirements of Federal Rule of Civil Procedure 23(e) and due process. Class members received direct notice by email, and additional notice was given by publication in numerous widely circulated publications as well as in numerous targeted publications. These were the best practicable means of informing class members of their rights and of the settlement's terms.*

Judge Ann D. Montgomery, ***In re: Zurn Pex Plumbing Products Liability Litigation*** (Feb. 27, 2013) MDL No. 1958, 08-md-1958 (D. Minn.):

> *The parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice consultant, to design and carry out the notice plan. The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center.*
>
> *The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice [*26] that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).*

Magistrate Judge Stewart, ***Gessele, et al. v. Jack in the Box, Inc.*** (Jan. 28, 2013) 3:10-cv-960 (D. Ore.):

> *Moreover, plaintiffs have submitted [a] declaration from Cameron Azari (docket #129), a nationally recognized notice expert, who attests that fashioning an effective joint notice is not unworkable or unduly confusing. Azari also provides a detailed analysis of how he would approach fashioning an effective notice in this case.*

Judge Carl J. Barbier, ***In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*** *(Medical Benefits Settlement)* (Jan. 11, 2013) MDL No. 2179 (E.D. La.):

> *Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (Id. ¶¶ 8, 10.) All notice documents were designed to be clear, substantive, and informative. (Id. ¶ 5.)*

The Court received no objections to the scope or content of the [Medical Benefits] Notice Program. (Azari Supp. Decl. ¶ 12.) The Court finds that the Notice and Notice Plan as implemented satisfied the best notice practicable standard of Rule 23(c) and, in accordance with Rule 23(e)(1), provided notice in a reasonable manner to Class Members who would be bound by the Settlement, including individual notice to all Class Members who could be identified through reasonable effort. Likewise, the Notice and Notice Plan satisfied the requirements of Due Process. The Court also finds the Notice and Notice Plan satisfied the requirements of CAFA.

Judge Carl J. Barbier, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* *(Economic and Property Damages Settlement)* (Dec. 21, 2012) MDL No. 2179 (E.D. La.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation. The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.

The Notice Program, as duly implemented, surpasses other notice programs that Hilsoft Notifications has designed and executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.

The media notice effort alone reached an estimated 95% of adults in the Gulf region an average of 10.3 times each, and an estimated 83% of all adults in the United States an average of 4 times each. These figures do not include notice efforts that cannot be measured, such as advertisements in trade publications and sponsored search engine listings. The Notice Program fairly and adequately covered and notified the class without excluding any demographic group or geographic area, and it exceeded the reach percentage achieved in most other court-approved notice programs.

Judge Alonzo Harris, *Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.* (Aug. 17, 2012) 12-C-1599 (27th Jud. D. Ct. La.):

Notice given to Class Members and all other interested parties pursuant to this Court's order of April 18, 2012, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as Defined for settlement purposes only, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members rights to appear in Court to have their objections heard, and to afford persons or entities within the Class Definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined.

Judge James Lawrence King, *Sachar v. Iberiabank Corporation* (Apr. 26, 2012) as part of ***In re: Checking Account Overdraft*** MDL No. 2036 (S.D. Fla):

The Court finds that the Notice previously approved was fully and properly effectuated and was sufficient to satisfy the requirements of due process because it described "the substantive claims . . . [and] contained information reasonably necessary to [allow Settlement Class Members to] make a decision to remain a class member and be bound by the final judgment." In re: Nissan Motor Corp. Antitrust Litig., 552 F.2d 1088, 1104-05 (5th Cir. 1977). The Notice, among other things, defined the Settlement Class, described the release as well as the amount and method and manner of proposed distribution of the Settlement proceeds, and informed Settlement Class Members of their rights to opt-out or object, the procedures for doing so, and the time and place of the Final Approval Hearing. The Notice also informed Settlement Class

Members that a class judgment would bind them unless they opted out, and told them where they could obtain more information, such as access to a full copy of the Agreement. Further, the Notice described in summary form the fact that Class Counsel would be seeking attorneys' fees of up to 30 percent of the Settlement. Settlement Class Members were provided with the best practicable notice "reasonably calculated, under [the] circumstances, to apprise them of the pendency of the action and afford them an opportunity to present their objections." Mullane, 339 U.S. at 314. The content of the Notice fully complied with the requirements of Rule 23.

Judge Bobby Peters, *Vereen v. Lowe's Home Centers* (Apr. 13, 2012) SU10-cv-2267B (Ga. Super. Ct.):

The Court finds that the Notice and the Notice Plan was fulfilled, in accordance with the terms of the Settlement Agreement, the Amendment, and this Court's Preliminary Approval Order and that this Notice and Notice Plan constituted the best practicable notice to Class Members under the circumstances of this action, constituted due and sufficient Notice of the proposed Settlement to all persons entitled to participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.

The affidavit of the notice expert conclusively supports this Court's finding that the notice program was adequate, appropriate, and comported with Georgia Code Ann. § 9-11-23(b)(2), the Due Process Clause of the Constitution, and the guidance for effective notice articulate in the FJC's Manual for Complex Litigation, 4th.

Judge Lee Rosenthal, *In re: Heartland Payment Systems, Inc. Customer Data Security Breach Litigation* (Mar. 2, 2012) MDL No. 2046 (S.D. Tex.):

*The notice that has been given clearly complies with Rule 23(e)(1)'s reasonableness requirement… Hilsoft Notifications analyzed the notice plan after its implementation and conservatively estimated that notice reached 81.4 percent of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and the detailed notice provided the information reasonably necessary for the presumptive class members to determine whether to object to the proposed settlement. See Katrina Canal Breaches, 628 F.3d at 197. Both the summary notice and the detailed notice "were written in easy-to-understand plain English." In re: Black Farmers Discrimination Litig., — F. Supp. 2d —, 2011 WL 5117058, at *23 (D.D.C. 2011); accord AGGREGATE LITIGATION § 3.04(c).15 The notice provided "satisf[ies] the broad reasonableness standards imposed by due process" and Rule 23. Katrina Canal Breaches, 628 F.3d at 197.*

Judge John D. Bates, *Trombley v. National City Bank* (Dec. 1, 2011) 1:10-cv-00232 (D.D.C.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court's January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.

Judge Robert M. Dow, Jr., *Schulte v. Fifth Third Bank* (July 29, 2011) 1:09-cv-06655 (N.D. Ill.):

The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.

Judge Ellis J. Daigle, *Williams v. Hammerman & Gainer Inc.* (June 30, 2011) 11-C-3187-B (27th Jud. D. Ct. La.):

Notices given to Settlement Class members and all other interested parties throughout this proceeding with respect to the certification of the Settlement Class, the proposed settlement, and all related procedures and hearings—including, without limitation, the notice to putative Settlement Class members and others more fully described in this Court's order of 30th day of March 2011 were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties and members of the Settlement Class of the pendency of the action, the certification of the Settlement Class, the Settlement Agreement and its contents, Settlement Class members' right to be represented by private counsel, at their own cost, and Settlement Class members' right to appear in Court

to have their objections heard, and to afford Settlement Class members an opportunity to exclude themselves from the Settlement Class. Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedures, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.* (Mar. 24, 2011) 3:10-cv-01448 (D. Conn.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

The form, content, and method of dissemination of Notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

Judge Ted Stewart, *Miller v. Basic Research, LLC* (Sept. 2, 2010) 2:07-cv-00871 (D. Utah):

Plaintiffs state that they have hired a firm specializing in designing and implementing large scale, unbiased, legal notification plans. Plaintiffs represent to the Court that such notice will include: 1) individual notice by electronic mail and/or first-class mail sent to all reasonably identifiable Class members; 2) nationwide paid media notice through a combination of print publications, including newspapers, consumer magazines, newspaper supplements and the Internet; 3) a neutral, Court-approved, informational press release; 4) a neutral, Court-approved Internet website; and 5) a toll-free telephone number. Similar mixed media plans have been approved by other district courts post class certification. The Court finds this plan is sufficient to meet the notice requirement.

Judge Sara Loi, *Pavlov v. Continental Casualty Co.* (Oct. 7, 2009) 5:07-cv-2580 (N.D. Ohio):

As previously set forth in this Memorandum Opinion, the elaborate notice program contained in the Settlement Agreement provides for notice through a variety of means, including direct mail to each class member, notice to the United States Attorney General and each State, a toll free number, and a website designed to provide information about the settlement and instructions on submitting claims. With a 99.9% effective rate, the Court finds that the notice program constituted the "best notice that is practicable under the circumstances," Fed. R. Civ. P. 23(c)(2)(B), and clearly satisfies the requirements of Rule 23(c)(2)(B).

Judge James Robertson, *In re: Department of Veterans Affairs (VA) Data Theft Litigation* (Sept. 23, 2009) MDL No. 1796 (D.D.C.):

The Notice Plan, as implemented, satisfied the requirements of due process and was the best notice practicable under the circumstances. The Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the action, the terms of the Settlement, and their right to appear, object to or exclude themselves from the Settlement. Further, the notice was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice.

LEGAL NOTICE CASES

Hilsoft has served as a notice expert for planning, implementation and/or analysis in the following partial list of cases:

Yamagata et al. v. Reckitt Benckiser LLC	N.D. Cal., No. 3:17-cv-03529
Thompson et al. v. Community Bank, N.A. **(Overdraft)**	N.D.N.Y., No. 8:19-cv-0919
Silveira v. M&T Bank	C.D. Cal., No. 2:19-cv-06958
In re Toll Roads Litigation; Borsuk et al. v. Foothill/Eastern Transportation Corridor Agency, et al. **(OCTA Settlement)**	C.D. Cal., No. 8:16-cv-00262
In Re: Toll Roads Litigation **(3M/TCA Settlement)**	C.D. Cal., No. 8:16-cv-00262

Pearlstone v. Wal-Mart Stores, Inc. **(Sales Tax)**	C.D. Cal., No. 4:17-cv-02856
Zanca, et al. v. Epic Games, Inc. **(Fortnite or Rocket League Video Games)**	Sup Ct. Wake Cnty., N.C., No. 21-CVS-534
In re: Flint Water Cases	E.D. Mich., No. 5:16-cv-10444
Kukorinis, et al. v. Walmart, Inc.	S.D. Fla., No. 1:19-cv-20592
Grace v. Apple, Inc.	N.D. Cal., No. 17-CV-00551
Alvarez v. Sirius XM Radio Inc.	C.D. Cal., No. 2:18-cv-8605
In re: Pre-Filled Propane Tank Antitrust Litigation	W.D. Mo., No. MDL No. 2567, No. 14-2567
In re: Disposable Contact Lens Antitrust Litigation **(ABB Concise Optical Group, LLC)**	M.D. Fla., No. 3:15-md-02626
Bally v. State Farm Insurance Company	N.D. Cal., No. 3:18-cv-04954
Morris v. Provident Credit Union **(Overdraft)**	Sup. Ct. Cal. Cty. of San Fran., No. CGC-19-581616
Pennington v. Tetra Tech, Inc. et al.	N.D. Cal., No. 3:18-cv-05330
Maldonado et al. v. Apple Inc, et al.	N.D. Cal., No. 3:16-cv-04067
UFCW & Employers Benefit Trust v. Sutter Health, et al.	Sup. Ct. of Cal., Cnty of San Fran., No. CGC 14-538451 Consolidated with CGC-18-565398
Fitzhenry v. Independent Home Products, LLC **(TCPA)**	D.S.C., No. 2:19-cv-02993
In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc., et al.	C.D. Cal., Nos. 8:17-CV-00838 & 18-cv-02223
Sager, et al. v. Volkswagen Group of America, Inc., et al.	D.N.J., No. 18-cv-13556
Bautista v. Valero Marketing and Supply Company	N.D. Cal., No. 3:15-cv-05557
Snee Farm Lakes Homeowner's Association Inc. v. The Commissioners of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks	Ct. of Com. Pleas., S.C., No. 2018-CP-10-2764
Richards, et al. v. Chime Financial, Inc.	N.D. Cal., No. 4:19-cv-06864
In re: Health Insurance Innovations Securities Litigation	M.D. Fla., No. 8:17-cv-02186
Fox, et al. v. Iowa Health System d.b.a. UnityPoint Health **(Data Breach)**	W.D. Wis., No. 18-cv-327
Smith v. Costa Del Mar, Inc.	M.D. Fla., No. 3:18-cv-1011
Al's Discount Plumbing, et al. v. Viega, LLC **(Building Products)**	M.D. Pa., No. 19-cv-00159
The Weinstein Company Holdings, LLC	Bankr. D. Del., No. 18-10601
Rose v. The Travelers Home and Marine Insurance Company, et al.	E.D. Pa., No. 19-cv-00977
Paris et al. v. Progressive American Insurance Company, et al.	S.D. Fla., No. 19-cv-21761
Chinitz v. Intero Real Estate Services	N.D. Cal., No. 5:18-cv-05623
Eastwood Construction LLC, et al. v. City of Monroe ***The Estate of Donald Alan Plyler Sr., et al. v. City of Monroe***	Sup. Ct. N.C., Nos. 18-CVS-2692 & 19-CVS-1825

Garvin v. San Diego Unified Port District	Sup. Ct. Cal., No. 37-2020-00015064
Consumer Financial Protection Bureau v. Siringoringo Law Firm	C.D. Cal., No. 8:14-cv-01155
Robinson v. Nationstar Mortgage LLC	D. Md., No. 8:14-cv-03667
Drazen v. GoDaddy.com, LLC* and *Bennett v. GoDaddy.com, LLC (TCPA)	S.D. Ala., No. 1:19-cv-00563
In re: Libor-Based Financial Instruments Antitrust Litigation	S.D.N.Y., MDL No. 2262, No. 1:11-md-2262
***Izor v. Abacus Data Systems, Inc.* (TCPA)**	N.D. Cal., No. 19-cv-01057
Cook, et al. v. South Carolina Public Service Authority, et al.	Ct. of Com. Pleas. 13th Jud. Cir. S.C., No. 2019-CP-23-6675
K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals	30th Jud. Dist. Tenn., No. CH-13-04871-1
In re: Roman Catholic Diocese of Harrisburg	Bank. Ct. M.D. Pa., No. 1:20-bk-00599
Denier, et al. v. Taconic Biosciences, Inc.	Sup Ct. N.Y., No. 00255851
***Robinson v. First Hawaiian Bank* (Overdraft)**	Cir. Ct. of First Cir. Haw., No. 17-1-0167-01
Burch v. Whirlpool Corporation	W.D. Mich., No. 1:17-cv-00018
***Armon, et al. v. Washington State University* (Data Breach)**	Sup. Ct. Wash., No. 17-2-23244-1 consolidated with No. 17-2-25052-0
Wilson, et al. v. Volkswagen Group of America, Inc., et al.	S.D. Fla., No. 17-cv-23033
***Prather v. Wells Fargo Bank, N.A.* (TCPA)**	N.D. Ill., No. 1:17-cv-00481
In re: Wells Fargo Collateral Protection Insurance Litigation	C.D. Cal., No. 8:17-ml-02797
Ciuffitelli, et al. v. Deloitte & Touche LLP, et al.	D. Ore., No. 3:16-cv-00580
Coffeng, et al. v. Volkswagen Group of America, Inc.	N.D. Cal., No. 17-cv-01825
***In re: Disposable Contact Lens Antitrust Litigation* (CooperVision, Inc.)**	M.D. Fla., No. 3:15-md-02626
Audet, et al. v. Garza, et al.	D. Conn., No. 3:16-cv-00940
Hyder, et al. v. Consumers County Mutual Insurance Company	D. Ct. of Travis County Tex., No. D-1-GN-16-000596
Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens	E.D. Tex., No. 4:19-cv-00248
In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation	D.S.C., MDL No. 2613, No. 6:15-MN-02613
Liggio v. Apple Federal Credit Union	E.D. Vir., No. 1:18-cv-01059
***Garcia v. Target Corporation* (TCPA)**	D. Minn., No. 16-cv-02574
Albrecht v. Oasis Power, LLC d/b/a Oasis Energy	N.D. Ill., No. 1:18-cv-1061
McKinney-Drobnis, et al. v. Massage Envy Franchising	N.D. Cal., No. 3:16-cv-6450

In re: Optical Disk Drive Products Antitrust Litigation	N.D. Cal., MDL No. 2143, No. 3:10-md-2143
Stone, et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens	E.D. Tex., No. 4:17-cv-00001
***In re: Kaiser Gypsum Company, Inc., el al.* (Asbestos)**	Bankr. W.D. N.C., No. 16-31602
***Kuss v. American HomePatient, Inc., et al.* (Data Breach)**	M.D. Fla., No. 8:18-cv-2348
Lusnak v. Bank of America, N.A.	C.D. Cal., No. 14-cv-1855
In re: Premera Blue Cross Customer Data Security Breach Litigation	D. Ore., No. 3:15-md-2633
***Elder v. Hilton Worldwide Holdings, Inc.* (Hotel Stay Promotion)**	N.D. Cal., No. 16-cv-00278
***Grayson, et al. v. General Electric Company* (Microwaves)**	D. Conn., No. 3:13-cv-01799
Harris, et al. v. Farmers Insurance Exchange and Mid Century Insurance Company	Sup. Ct Cal., No. BC 579498
***Lashambae v. Capital One Bank, N.A.* (Overdraft)**	E.D.N.Y., No. 1:17-cv-06406
***Trujillo, et al. v. Ametek, Inc., et al.* (Toxic Leak)**	S.D. Cal., No.3:15-cv-01394
***Cox, et al. v. Ametek, Inc., et al.* (Toxic Leak)**	S.D. Cal., No. 3:17-cv-00597
Pirozzi, et al. v. Massage Envy Franchising, LLC	E.D. Mo., No. 4:19-CV-807
***Lehman v. Transbay Joint Powers Authority, et al.* (Millennium Tower)**	Sup. Ct. Cal., No. GCG-16-553758
In re: FCA US LLC Monostable Electronic Gearshift Litigation	E.D. Mich., MDL No. 2744 & No. 16-md-02744
Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A.*, as part of *In re: Checking Account Overdraft	S.D. Fla., No. 1:10-CV-22190, as part of MDL No. 2036
Behfarin v. Pruco Life Insurance Company, et al.	C.D. Cal., No. 17-cv-05290
In re: Renovate America Finance Cases	Sup. Ct, Cal., County of Riverside, No. RICJCCP4940
***Nelson v. Roadrunner Transportation Systems, Inc.* (Data Breach)**	N.D. Ill., No. 1:18-cv-07400
Skochin, et al. v. Genworth Life Insurance Company, et al.	E.D. Vir., No. 3:19-cv-00049
***Walters, et al. v. Target Corp.* (Overdraft)**	S.D. Cal., No. 3:16-cv-1678
Jackson, et al. v. Viking Group, Inc., et al.	D. Md., No. 8:18-cv-02356
Waldrup v. Countrywide Financial Corporation, et al.	C.D. Cal., No. 2:13-cv-08833
Burrow, et al. v. Forjas Taurus S.A., et al.	S.D. Fla., No. 1:16-cv-21606
Henrikson v. Samsung Electronics Canada Inc.	Ontario Sup. Ct., No. 2762-16cp
In re: Comcast Corp. Set-Top Cable Television Box Antitrust Litigation	E.D. Pa., No. 2:09-md-02034
Lightsey, et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA, et al.	Ct. of Com. Pleas., S.C., No. 2017-CP-25-335

Rabin v. HP Canada Co., et al.	Quebec Ct., Dist. of Montreal, No. 500-06-000813-168
McIntosh v. Takata Corporation, et al.; Vitoratos, et al. v. Takata Corporation, et al.; and Hall v. Takata Corporation, et al.	Ontario Sup Ct., No. CV-16-543833-00CP; Quebec Sup. Ct of Justice, No. 500-06-000723-144; & Court of Queen's Bench for Saskatchewan, No. QBG. 1284 or 2015
Di Filippo v. The Bank of Nova Scotia, et al. **(Gold Market Instrument)**	Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP
Adlouni v. UCLA Health Systems Auxiliary, et al.	Sup. Ct. Cal., No. BC589243
Lloyd, et al. v. Navy Federal Credit Union	S.D. Cal., No. 17-cv-1280
Luib v. Henkel Consumer Goods Inc.	E.D.N.Y., No. 1:17-cv-03021
Zaklit, et al. v. Nationstar Mortgage LLC, et al. **(TCPA)**	C.D. Cal., No. 5:15-cv-02190
In re: HP Printer Firmware Update Litigation	N.D. Cal., No. 5:16-cv-05820
In re: Dealer Management Systems Antitrust Litigation	N.D. Ill., MDL No. 2817, No. 18-cv-00864
Mosser v. TD Bank, N.A. and Mazzadra, et al. v. TD Bank, N.A.**, as part of *In re: Checking Account Overdraft***	E.D. Pa., No. 2:10-cv-00731, S.D. Fla., No. 10-cv-21386 and S.D. Fla., No. 1:10-cv-21870, as part of S.D. Fla., MDL No. 2036
Naiman v. Total Merchant Services, Inc., et al. **(TCPA)**	N.D. Cal., No. 4:17-cv-03806
In re: Valley Anesthesiology Consultants, Inc. Data Breach Litigation	Sup. Ct. Cal., No. CV2016-013446
Parsons v. Kimpton Hotel & Restaurant Group, LLC **(Data Breach)**	N.D. Cal., No. 3:16-cv-05387
Stahl v. Bank of the West	Sup. Ct. Cal., No. BC673397
37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)	S.D.N.Y., No. 15-cv-9924
Tashica Fulton-Green, et al. v. Accolade, Inc.	E.D. Pa., No. 2:18-cv-00274
In re: Community Health Systems, Inc. Customer Data Security Breach Litigation	N.D. Ala., MDL No. 2595, No. 2:15-CV-222
Al's Pals Pet Card, LLC, et al. v. Woodforest National Bank, N.A., et al.	S.D. Tex., No. 4:17-cv-3852
Cowen v. Lenny & Larry's Inc.	N.D. Ill., No. 1:17-cv-01530
Martin v. Trott **(MI - Foreclosure)**	E.D. Mich., No. 2:15-cv-12838
Knapper v. Cox Communications, Inc. **(TCPA)**	D. Ariz., No. 2:17-cv-00913
Dipuglia v. US Coachways, Inc. **(TCPA)**	S.D. Fla., No. 1:17-cv-23006
Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN **(TCPA)**	N.D. Cal., No. 3:16-cv-05486
First Impressions Salon, Inc., et al. v. National Milk Producers Federation, et al.	S.D. Ill., No. 3:13-cv-00454
Raffin v. Medicredit, Inc., et al.	C.D. Cal., No. 15-cv-4912

Gergetz v. Telenav, Inc. **(TCPA)**	N.D. Cal., No. 5:16-cv-04261
Ajose, et al. v. Interline Brands Inc. **(Plumbing Fixtures)**	M.D. Tenn., No. 3:14-cv-01707
Underwood v. Kohl's Department Stores, Inc., et al.	E.D. Pa., No. 2:15-cv-00730
Surrett, et al. v. Western Culinary Institute, et al.	Ore. Cir., County of Multnomah, No. 0803-03530
Vergara, et al., v. Uber Technologies, Inc. **(TCPA)**	N.D. Ill., No. 1:15-CV-06972
Watson v. Bank of America Corporation, et al.; ***Bancroft-Snell et al. v. Visa Canada Corporation, et al.;*** ***Bakopanos v. Visa Canada Corporation, et al.;*** ***Macaronies Hair Club and Laser Center Inc. operating as Fuze Salon v. BofA Canada Bank, et al.;*** ***Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)***	Sup. Ct. of B.C., No. VLC-S-S-112003; Ontario Sup. Ct., No. CV-11-426591; Sup. Ct. of Quebec, No. 500-06-00549-101; Ct. of QB of Alberta, No. 1203-18531; Ct. of QB of Saskatchewan, No. 133 of 2013
In re: Takata Airbag Products Liability Litigation **(OEMs – BMW, Mazda, Subaru, and Toyota)**	S.D. Fla., MDL No. 2599
In re: Takata Airbag Products Liability Litigation **(OEMs – Honda and Nissan)**	S.D. Fla., MDL No. 2599
In re: Takata Airbag Products Liability Litigation **(OEM – Ford)**	S.D. Fla., MDL No. 2599
Poseidon Concepts Corp., et al. **(Canadian Securities Litigation)**	Ct. of QB of Alberta, No. 1301-04364
Callaway v. Mercedes-Benz USA, LLC **(Seat Heaters)**	C.D. Cal., No. 8:14-cv-02011
Hale v. State Farm Mutual Automobile Insurance Company, et al.	S.D. Ill., No. 3:12-cv-0660
Farrell v. Bank of America, N.A. **(Overdraft)**	S.D. Cal., No. 3:16-cv-00492
In re: Windsor Wood Clad Window Products Liability Litigation	E.D. Wis., MDL No. 2688, No. 16-MD-02688
Wallace, et al, v. Monier Lifetile LLC, et al.	Sup. Ct. Cal., No. SCV-16410
In re: Parking Heaters Antitrust Litigation	E.D.N.Y., No. 15-MC-0940
Pantelyat, et al. v. Bank of America, N.A., et al. **(Overdraft / Uber)**	S.D.N.Y., No. 16-cv-08964
Falco et al. v. Nissan North America, Inc., et al. **(Engine – CA & WA)**	C.D. Cal., No. 2:13-cv-00686
Alaska Electrical Pension Fund, et al. v. Bank of America N.A., et al. **(ISDAfix Instruments)**	S.D.N.Y., No. 14-cv-7126
Larson v. John Hancock Life Insurance Company (U.S.A.)	Sup. Ct. Cal., No. RG16813803
Larey v. Allstate Property and Casualty Insurance Company	W.D. Kan., No. 4:14-cv-04008
Orlander v. Staples, Inc.	S.D.N.Y., No. 13-cv-0703
Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)	S.D. Fla., No. 1:17-cv-22967
Gordon, et al. v. Amadeus IT Group, S.A., et al.	S.D.N.Y., No. 1:15-cv-05457
Alexander M. Rattner v. Tribe App., Inc., and ***Kenneth Horsley v. Tribe App., Inc.***	S.D. Fla., Nos. 1:17-cv-21344 & 1:14-cv-2311

Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric, et al.	E.D. Pa., No. 2:14-cv-04464
Mahoney v. TT of Pine Ridge, Inc.	S.D. Fla., No. 9:17-cv-80029
***Ma, et al. v. Harmless Harvest Inc.* (Coconut Water)**	E.D.N.Y., No. 2:16-cv-07102
Reilly v. Chipotle Mexican Grill, Inc.	S.D. Fla., No. 1:15-cv-23425
The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority ("PREPA") (Bankruptcy)	D. Puerto Rico, No. 17-04780
In re: Syngenta Litigation	4th Jud. Dist. Minn., No. 27-CV-15-3785
T.A.N. v. PNI Digital Media, Inc.	S.D. Ga., No. 2:16-cv-132
Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)	N.C. Gen. Ct of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938
McKnight, et al. v. Uber Technologies, Inc., et al.	N.D. Cal., No. 14-cv-05615
***Gottlieb v. Citgo Petroleum Corporation* (TCPA)**	S.D. Fla., No. 9:16-cv-81911
***Farnham v. Caribou Coffee Company, Inc.* (TCPA)**	W.D. Wis., No. 16-cv-00295
***Jacobs, et al. v. Huntington Bancshares Inc., et al.* (FirstMerit Overdraft Fees)**	Ohio C.P., No. 11CV000090
***Morton v. Greenbank* (Overdraft Fees)**	20th Jud. Dist. Tenn., No. 11-135-IV
***Ratzlaff, et al. v. BOKF, NA d/b/a Bank of Oklahoma, et al.* (Overdraft Fees)**	Dist. Ct. Okla., No. CJ-2015-00859
***Klug v. Watts Regulator Company* (Product Liability)**	D. Neb., No. 8:15-cv-00061
***Bias v. Wells Fargo & Company, et al.* (Broker's Price Opinions)**	N.D. Cal., No. 4:12-cv-00664
***Greater Chautauqua Federal Credit Union v. Kmart Corp., et al.* (Data Breach)**	N.D. Ill., No. 1:15-cv-02228
***Hawkins v. First Tennessee Bank, N.A., et al.* (Overdraft Fees)**	13th Jud. Cir. Tenn., No. CT-004085-11
***In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation* (Bosch Settlement)**	N.D. Cal., MDL No. 2672
In re: HSBC Bank USA, N.A.	Sup. Ct. N.Y., No. 650562/11
***Glaske v. Independent Bank Corporation* (Overdraft Fees)**	Cir. Ct. Mich., No. 13-009983
MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company	11th Jud. Cir. Fla, No. 15-27940-CA-21
In re: Lithium Ion Batteries Antitrust Litigation	N.D. Cal., MDL No. 2420, No. 4:13-MD-02420
Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.	S.D. Fla., No. 14-cv-23120
Small v. BOKF, N.A.	D. Colo., No. 13-cv-01125
***Forgione v. Webster Bank N.A.* (Overdraft Fees)**	Sup. Ct. Conn., No. X10-UWY-CV-12-6015956-S

Swift v. BancorpSouth Bank*, as part of *In re: Checking Account Overdraft	N.D. Fla., No. 1:10-cv-00090, as part of S.D. Fla, MDL No. 2036
Whitton v. Deffenbaugh Industries, Inc., et al. ***Gary, LLC v. Deffenbaugh Industries, Inc., et al.***	D. Kan., No. 2:12-cv-02247 D. Kan., No. 2:13-cv-02634
In re: Citrus Canker Litigation	11th Jud. Cir., Fla., No. 03-8255 CA 13
In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation	D.N.J., MDL No. 2540
In re: Shop-Vac Marketing and Sales Practices Litigation	M.D. Pa., MDL No. 2380
Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.	27th Jud. D. Ct. La., No. 12-C-1599
Opelousas General Hospital Authority v. PPO Plus, L.L.C., et al.	27th Jud. D. Ct. La., No. 13-C-5380
Russell Minoru Ono v. Head Racquet Sports USA	C.D. Cal., No. 2:13-cv-04222
Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.	27th Jud. D. Ct. La., No. 13-C-3212
Gattinella v. Michael Kors (USA), Inc., et al.	S.D.N.Y., No. 14-civ-5731
***In re: Energy Future Holdings Corp., et al.* (Asbestos Claims Bar Notice)**	Bankr. D. Del., No. 14-10979
Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.	Cir. Ct., Lawrence Cnty, Ala., No. 42-cv-2012- 900001.00
Kota of Sarasota, Inc. v. Waste Management Inc. of Florida	12th Jud. Cir. Ct., Sarasota Cnty, Fla., No. 2011-CA-008020NC
Steen v. Capital One, N.A.*, as part of *In re: Checking Account Overdraft	E.D. La., No. 2:10-cv-01505 and 1:10-cv-22058, as part of S.D. Fla., MDL No. 2036
Childs, et al. v. Synovus Bank, et al.*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
***In re: MI Windows and Doors Inc. Products Liability Litigation* (Building Products)**	D.S.C., MDL No. 2333
Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Scharfstein v. BP West Coast Products, LLC	Ore. Cir., County of Multnomah, No. 1112-17046
Adkins, et al. v. Nestlé Purina PetCare Company, et al.	N.D. Ill., No. 1:12-cv-02871
Smith v. City of New Orleans	Civil D. Ct., Parish of Orleans, La., No. 2005-05453
***Hawthorne v. Umpqua Bank* (Overdraft Fees)**	N.D. Cal., No. 11-cv-06700
Gulbankian, et al. v. MW Manufacturers, Inc.	D. Mass., No. 1:10-cv-10392
***Costello v. NBT Bank* (Overdraft Fees)**	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)	E.D.N.Y., MDL No. 2221, No. 11-MD-2221

Wong, et al. v. Alacer Corp. **(Emergen-C)**	Sup. Ct. Cal., No. CGC-12-519221
Mello et al. v. Susquehanna Bank**, as part of *In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
In re: Plasma-Derivative Protein Therapies Antitrust Litigation	N.D. Ill., No. 09-CV-7666
Simpson v. Citizens Bank **(Overdraft Fees)**	E.D. Mich., No. 2:12-cv-10267
George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC, et al. v. Bestcomp, Inc., et al.	27th Jud. D. Ct. La., No. 09-C-5242-B
Simmons v. Comerica Bank, N.A.**, as part of *In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
McGann, et al., v. Schnuck Markets, Inc. **(Data Breach)**	Mo. Cir. Ct., No. 1322-CC00800
Rose v. Bank of America Corporation, et al. **(TCPA)**	N.D. Cal., Nos. 5:11-cv-02390 & 5:12-cv-0400
Johnson v. Community Bank, N.A., et al. **(Overdraft Fees)**	M.D. Pa., No. 3:12-cv-01405
National Trucking Financial Reclamation Services, LLC, et al. v. Pilot Corporation, et al.	E.D. Ark., No. 4:13-cv-00250
Price v. BP Products North America	N.D. Ill., No. 12-cv-06799
Yarger v. ING Bank	D. Del., No. 11-154-LPS
Glube, et al. v. Pella Corporation, et al. **(Building Products)**	Ont. Super. Ct., No. CV-11-4322294-00CP
Fontaine v. Attorney General of Canada **(Mistassini Hostels Residential Schools)**	Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056
Miner v. Philip Morris Companies, Inc., et al. **(Light Cigarettes)**	Ark. Cir. Ct., No. 60CV03-4661
Williams v. SIF Consultants of Louisiana, Inc., et al.	27th Jud. D. Ct. La., No. 09-C-5244-C
Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.	27th Jud. D. Ct. La., No. 12-C-1599-C
Evans, et al. v. TIN, Inc., et al. **(Environmental)**	E.D. La., No. 2:11-cv-02067
Anderson v. Compass Bank**, as part of *In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
Casayuran v. PNC Bank**, as part of *In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
Eno v. M & I Marshall & Ilsley Bank **as part of *In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
Blahut v. Harris, N.A.**, as part of *In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
In re: Zurn Pex Plumbing Products Liability Litigation	D. Minn., MDL No. 1958, No. 08-md-1958
Saltzman v. Pella Corporation **(Building Products)**	N.D. Ill., No. 06-cv-4481
In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation **(Mastercard & Visa)**	E.D.N.Y., MDL No. 1720, No. 05-MD-1720
RBS v. Citizens Financial Group, Inc.**, as part of *In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036

Gessele, et al. v. Jack in the Box, Inc.	D. Ore., No. 3:10-cv-960
Vodanovich v. Boh Brothers Construction **(Hurricane Katrina Levee Breaches)**	E.D. La., No. 05-cv-4191
In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 **(Medical Benefits Settlement)**	E.D. La., MDL No. 2179
In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 **(Economic & Property Damages Settlement)**	E.D. La., MDL No. 2179
Marolda v. Symantec Corporation **(Software Upgrades)**	N.D. Cal., No. 3:08-cv-05701
Opelousas General Hospital Authority v. FairPay Solutions	27th Jud. D. Ct. La., No. 12-C-1599-C
Fontaine v. Attorney General of Canada **(Stirland Lake and Cristal Lake Residential Schools)**	Ont. Super. Ct., No. 00-CV-192059 CP
Nelson v. Rabobank, N.A. **(Overdraft Fees)**	Sup. Ct. Cal., No. RIC 1101391
Case v. Bank of Oklahoma**, as part of** ***In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
Harris v. Associated Bank**, as part of** ***In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
Wolfgeher v. Commerce Bank**, as part of** ***In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
McKinley v. Great Western Bank**, as part of** ***In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
Lawson v. BancorpSouth **(Overdraft Fees)**	W.D. Ark., No. 1:12cv1016
LaCour v. Whitney Bank **(Overdraft Fees)**	M.D. Fla., No. 8:11cv1896
Sachar v. Iberiabank Corporation**, as part of** ***In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
Williams v. S.I.F. Consultants **(CorVel Corporation)**	27th Jud. D. Ct. La., No. 09-C-5244-C
Gwiazdowski v. County of Chester **(Prisoner Strip Search)**	E.D. Pa., No. 2:08cv4463
Williams v. Hammerman & Gainer, Inc. **(SIF Consultants)**	27th Jud. D. Ct. La., No. 11-C-3187-B
Williams v. Hammerman & Gainer, Inc. **(Risk Management)**	27th Jud. D. Ct. La., No. 11-C-3187-B
Williams v. Hammerman & Gainer, Inc. **(Hammerman)**	27th Jud. D. Ct. La., No. 11-C-3187-B
Gunderson v. F.A. Richard & Assocs., Inc. **(First Health)**	14th Jud. D. Ct. La., No. 2004-002417
Delandro v. County of Allegheny **(Prisoner Strip Search)**	W.D. Pa., No. 2:06-cv-00927
Mathena v. Webster Bank, N.A.**, as part of** ***In re: Checking Account Overdraft***	D. Conn, No. 3:10-cv-01448, as part of S.D. Fla., MDL No. 2036
Vereen v. Lowe's Home Centers **(Defective Drywall)**	Ga. Super. Ct., No. SU10-CV-2267B
Trombley v. National City Bank**, as part of** ***In re: Checking Account Overdraft***	D.D.C., No. 1:10-CV-00232, as part of S.D. Fla., MDL No. 2036

***Schulte v. Fifth Third Bank* (Overdraft Fees)**	N.D. Ill., No. 1:09-cv-06655
***Satterfield v. Simon & Schuster, Inc.* (Text Messaging)**	N.D. Cal., No. 06-CV-2893
In re: Heartland Data Payment System Inc. Customer Data Security Breach Litigation	S.D. Tex., MDL No. 2046
***Coyle v. Hornell Brewing Co.* (Arizona Iced Tea)**	D.N.J., No. 08-CV-2797
Holk v. Snapple Beverage Corporation	D.N.J., No. 3:07-CV-03018
Weiner v. Snapple Beverage Corporation	S.D.N.Y., No. 07-CV-08742
***Gunderson v. F.A. Richard & Assocs., Inc.* (Cambridge)**	14th Jud. D. Ct. La., No. 2004-002417
***Miller v. Basic Research, LLC* (Weight-loss Supplement)**	D. Utah, No. 2:07-cv-00871
In re: Countrywide Customer Data Breach Litigation	W.D. Ky., MDL No. 1998
***Boone v. City of Philadelphia* (Prisoner Strip Search)**	E.D. Pa., No. 05-CV-1851
***Little v. Kia Motors America, Inc.* (Braking Systems)**	N.J. Super. Ct., No. UNN-L-0800-01
Opelousas Trust Authority v. Summit Consulting	27th Jud. D. Ct. La., No. 07-C-3737-B
***Steele v. Pergo* (Flooring Products)**	D. Ore., No. 07-CV-01493
***Pavlov v. Continental Casualty Co.* (Long Term Care Insurance)**	N.D. Ohio, No. 5:07-cv-2580
***Dolen v. ABN AMRO Bank N.V.* (Callable CD's)**	Ill. Cir. Ct., Nos. 01-L-454 & 01-L-493
In re: Department of Veterans Affairs (VA) Data Theft Litigation	D.D.C., MDL No. 1796
In re: Katrina Canal Breaches Consolidated Litigation	E.D. La., No. 05-4182

Hilsoft-cv-146

EXHIBIT 12

SETTLEMENT REGISTRATION/CLAIM FORM
Takata Airbag Settlement for
Certain Volkswagen and Audi Vehicles

A SETTLEMENT FUND HAS BEEN CREATED AND YOU MAY BE ENTITLED TO A CASH PAYMENT

To Register/Submit A Claim For A Payment From The Settlement Fund (a "Settlement Payment"),

YOU MUST:

Bring or have brought your vehicle (one of the "Subject Vehicles" listed in Section II, below) to a Volkswagen or Audi Dealer for the Takata Airbag Recall Remedy, as directed by a recall notice, if you still have the vehicle.

AND YOU MUST EITHER:

(A) Register and submit your claim for reimbursement of the reasonable expenses you incurred related to the Takata Airbag Recall,

OR

(B) Register to potentially receive cash payments (generally two payments of up to $250 each) from the Settlement Fund.

INSTRUCTIONS FOR REGISTERING/SUBMITTING A CLAIM FOR A SETTLEMENT PAYMENT
Please Read These Instructions Carefully

(1) Subject to certain limited exclusions, you are a person or entity eligible to register/submit a claim for a Settlement Payment if:

(a) You owned or leased, on [date of preliminary approval], a Subject Vehicle distributed for sale or lease in the United States or its territories or possessions, AND you bring or have brought your Subject Vehicle to a Volkswagen or Audi Dealer for the Takata Airbag Recall Remedy

OR

(b) You sold, or returned pursuant to a lease, a Subject Vehicle distributed for sale or lease in the United States or its territories or possessions after February 9, 2016 and before [date of preliminary approval], if the Subject Vehicle was recalled prior to [date of preliminary approval].

(2) To register/submit a claim for a Settlement Payment, you must either:

(a) Submit an electronic Registration/Claim Form online by visiting [website] (Online registration will result in expedited processing); OR

(b) File a paper registration by completing this form and returning it along with any required documentation by U.S. Mail, e-mail, or commercial delivery service to the following:

[Address, e-mail address]

(3) The **deadline** for registering is as follows:

(a) If you sold or returned, pursuant to a lease, a recalled Subject Vehicle after February 9, 2016, and before the date of the Preliminary Approval Order, and your vehicle was recalled under the Takata Airbag Inflator Recall prior to [date of Preliminary Approval Order], you have one year from the Effective Date to submit a Registration/Claim Form.

(b) If you owned or leased a Subject Vehicle on [preliminary approval date], the deadline for submitting a Registration/Claim Form is one year after the date the Settlement becomes final (the "Effective Date"), or one year after the Recall Remedy is performed on your Subject Vehicle, whichever is later, until the Final Registration/Claim Deadline is reached. No Registration/Claim Forms may be submitted after the Final/Registration Claim Deadline. The Effective Date and the Final Registration/Claim Deadline are not yet known, but will be posted prominently on the Settlement website, www.XXXX.com, when they are known.

(4) If you are or were the registered owner or lessee of more than one Subject Vehicle, you must submit separate forms for each to obtain a separate out-of-pocket Settlement Payment for each Recall Remedy performed on each Subject Vehicle. However, claims for unreimbursed expenses cannot be duplicative.

(5) Capitalized terms in this Form have the same meaning as provided in the Settlement Agreement, which is available at ***[website]*.** The Long Form Notice, which is also available at ***[website]*** or by calling [***Toll-Free Number***], also explains the key terms of the Settlement.

(6) Type or print legibly in blue or black ink. Do not use any highlighters. Provide **all** requested information, attach supporting documentation, as specified below, and sign the Form.

Important: Keep a copy of your completed Registration Form and the supporting documents. Any documents you submit with your Form will not be returned. If your claim is rejected, you will be notified and given an opportunity to address any deficiencies. The Settlement Special Administrator's decisions regarding claims for reimbursement of out-of-pocket expenses submitted by Class Members shall be final and not appealable.

SECTION I – CLASS MEMBER INFORMATION		
Name: *Last*	*First*	*Middle Initial*
Your Address: *Number/Street/P.O. Box No.*		
City:	*State:*	*Zip Code:*
Telephone Number:	*Email Address:*	

SECTION II – SUBJECT VEHICLE INFORMATION	
Vehicle Identification Number (VIN): (The VIN can be found on the dashboard of the vehicle, or the vehicle's registration or title, and is 17 characters long.)	
MODEL AND YEAR (Check only one box)	
Volkswagen CC ☐ 2009 ☐ 2010 ☐ 2011 ☐ 2012 ☐ 2013 ☐ 2014 ☐ 2015 ☐ 2016 ☐ 2017	**Volkswagen Eos** ☐ 2010 ☐ 2011 ☐ 2012 ☐ 2013 ☐ 2014 ☐ 2015 ☐ 2016
Volkswagen Golf ☐ 2010 ☐ 2011 ☐ 2012 ☐ 2013 ☐ 2014	
	Volkswagen Passat Sedan ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2010
Volkswagen Passat Wagon ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2010	**Volkswagen Passat** ☐ 2012 ☐ 2013 ☐ 2014 ☐ 2015
Volkswagen Beetle Convertible ☐ 2012 ☐ 2013 ☐ 2014 ☐ 2015 ☐ 2016 ☐ 2017 ☐ 2018 ☐ 2019	**Volkswagen Beetle** ☐ 2012 ☐ 2013 ☐ 2014 ☐ 2015 ☐ 2016 ☐ 2017 ☐ 2018 ☐ 2019
	Audi A3 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011 ☐ 2012 ☐ 2013
Audi A4 Avant ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008	**Audi A4 Cabriolet** ☐ 2007 ☐ 2008 ☐ 2009
Audi A4 Sedan ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008	**Audi A5 Cabriolet** ☐ 2010 ☐ 2011 ☐ 2012
Audi A6 Avant ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011 ☐ 2012	**Audi A6 Sedan** ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011

Audi Q5 ☐ 2009 ☐ 2010 ☐ 2011 ☐ 2012	**Audi R8 Coupe** ☐ 2017
Audi RS 4 Cabriolet ☐ 2008	**Audi RS 4 Sedan** ☐ 2007 ☐ 2008
Audi S4 Avant ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008	**Audi S4 Cabriolet** ☐ 2007 ☐ 2008 ☐ 2009
Audi S4 Sedan ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008	**Audi S5 Cabriolet** ☐ 2010 ☐ 2011 ☐ 2012
Audi S6 Sedan ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011	**Audi TT Coupe** ☐ 2016 ☐ 2017
Audi R8 Spyder ☐ 2017	**Audi TT Roadster** ☐ 2016 ☐ 2017

1. Did you purchase or lease your Subject Vehicle before [Preliminary Approval Date]?

☐Yes ☐No

2. Did you still own or lease your Subject Vehicle on [Preliminary Approval Date]?

☐Yes ☐No

3. Did you bring your Subject Vehicle to a Volkswagen or Audi Dealer for the Takata Airbag Recall Remedy?

☐Yes ☐No

4. If you answered "No" to question 2 in this Section, did you sell, or return pursuant to a lease, your Subject Vehicle after February 9, 2016, and before [Preliminary Approval Date]?

☐Yes ☐No

SECTION III – OUT-OF-POCKET EXPENSES

1. Did you pay for any expenses, as further defined below, related to the Takata Airbag Inflator Recall for your Subject Vehicle that have not been reimbursed by Volkswagen?

☐Yes ☐No

If you answered "Yes" to question 1 in this Section, please complete the remainder of this Section and Section IV to submit a claim for reimbursement of the

out-of-pocket expenses you incurred, in addition to a potential later cash payment (generally of up to $250) from the Settlement Fund.

If you answered "No" to question 1 in this Section, please skip to and complete Section IV below to register for potential cash payments (generally two payments of up to $250 each) from the Settlement Fund.

The Settlement Special Administrator will process and approve payments from the Settlement Fund in accordance with the Settlement Agreement. Payments for reimbursable out-of-pocket expenses will be made first, and if enough money remains in the Settlement Fund at the end of each Program year, that money will be paid to Class Members who: (a) submitted claims for out-of-pocket expenses in that year or prior program years that were previously rejected; or (b) registered for a Residual Distribution payment only.

Reimbursements for out-of-pocket expenses will be made on a first-in-first-out basis during years one through three, until the Settlement Fund is depleted for that year. If there are no more funds to reimburse Class Members in years one through three, those Class Members will be moved to subsequent years for reimbursement. If approved reimbursements to Class Members in year four and until the Final Registration/Claim Deadline exceed the amount available in the Settlement Fund, reimbursements will be made on a pro rata basis.

Settlement Payments (excluding reimbursements for out-of-pocket expenses) are capped at $250 per Class Member in the Program year in which the Class Member registers for a payment from the Residual Distribution (or a subsequent year if the Class Member is moved to the subsequent year due to insufficient funds in years one through three). Approved payments to Class Members to reimburse them for reasonable out-of-pocket expenses are not capped, unless pro rata reimbursements are required in year four.

After the Final Registration/Claim Deadline, if enough money remains in the Settlement Fund and it is administratively feasible, the remaining money will be paid to all Class Members who registered/submitted a claim for a Settlement Payment on a per capita basis, up to a maximum of $250 per Class Member. If there is still money remaining after paying all registered Class Members a maximum of $250 each, and if it is administratively feasible, the remaining money may be distributed per capita to all Class Members.

*Please periodically check the Settlement website [**website**], for updates regarding the Settlement, including information about the deadlines for filing Registration/Claim Forms.*

2. Please identify the reasonable out-of-pocket expenses you incurred relating to the Takata Airbag Inflator Recall for your Subject Vehicle that have not been reimbursed by Volkswagen. The categories below are potentially eligible for reimbursement, but you may include other reasonable expenses you incurred related to the Takata Airbag Inflator Recall for your Subject Vehicle.

Please fill in as many expenses as apply.		
Rental car and transportation expenses after requesting and while awaiting the Recall Remedy from a Volkswagen or Audi Dealer	**$**	

Towing charges to a Volkswagen or Audi Dealer for completion of the Recall Remedy	**$**	
Childcare expenses necessary during the performance of the Recall Remedy by a Volkswagen or Audi Dealer	**$**	
Costs associated with repairing driver or passenger front airbags containing Takata inflators	**$**	
Lost wages resulting from lost time from work from drop off and pick up to/from the Volkswagen or Audi Dealer for performance of Recall Remedy	**$**	
Storage fees incurred after requesting and while awaiting Recall Remedy	**$**	
Other:	**$**	
If you need more space, please submit a separate page with additional information.		

3. If you have any invoices, receipts, or other documents that support the expenses identified in response to question 2 above, including a written explanation of the necessity of the expenses you incurred, please submit them. If you have such documents supporting your expenses, you may be required to submit them. At the discretion of the Settlement Special Administrator, reimbursement for certain reasonable out-of-pocket expenses may be made to Class Members even in the absence of any supporting documentation, and the Settlement Special Administrator may approve and pay for other reimbursable claims that the Settlement Special Administrator deems to be reasonable out-of-pocket expenses.

SECTION IV – ATTESTATION

I affirm, under penalty of perjury and under the laws of the United States of America, that the information in this Registration/Claim Form is true and correct to the best of my knowledge, information and belief, and that I am the sole and exclusive owner of all claims being released by the Settlement. I understand that my Registration/Claim Form may be subject to audit, verification and review by the Settlement Special Administrator and Court. I also understand that, if my Registration/Claim Form is found to be fraudulent, I will not receive any payment from the Settlement Fund.

Signature _____

Date _____

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Volkswagen, the Settlement Special Administrator, and/or the Settlement Notice Administrator are not responsible for any documents that are misdelivered, lost, illegible, damaged, destroyed, or otherwise not received by mail, e-mail, fax or other commercial delivery method.