UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA
Miami Division

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

IN RE: TAKATA AIRBAG PRODUCT LIABILITY LITIGATION
THIS DOCUMENT RELATES TO: **ECONOMIC LOSS TRACK CASES AGAINST THE NISSAN DEFENDANTS**

PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF NISSAN CLASS SETTLEMENT, PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS, AND APPROVAL OF CLASS NOTICE AND INCORPORATED MEMORANDUM OF LAW

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Plaintiffs respectfully move, under Rule 23 of the Federal Rules of Civil Procedure, for preliminary approval of a proposed Settlement with the Nissan Defendants, preliminary certification of the Class defined in the Settlement, and approval of proposed notice to the Class.[1] This Settlement, reached after more than two years of hard-fought litigation and extensive discovery, will resolve Plaintiffs' and Class Members' economic loss claims against the Nissan Defendants in the above-captioned Action.[2]

INTRODUCTION

For more than fifteen years, numerous automotive companies manufactured and sold to the unsuspecting public a staggering number of vehicles equipped with defective airbags supplied by Takata Corporation, and its subsidiary TK Holdings, Inc. (collectively "Takata"). Instead of functioning as safety devices, Takata's defective airbags have an unreasonably dangerous propensity to deploy aggressively or rupture, expelling debris toward vehicle occupants. The common defect in Takata's airbags is tied to the inherent instability of the phase-stabilized ammonium-nitrate propellant used in Takata's airbag inflators.

This common defect, present in more than sixty million airbags nationwide, has given rise to the single largest automotive recall in United States history and an extraordinary public safety crisis. Even though nationwide recalls have been underway for more than three years, approximately 75% of Takata's defective airbags—i.e., around 45 million airbags—have yet to be removed from vehicles and replaced with safe airbags, according to the most recent data published by the National Highway Safety Transportation Authority ("NHTSA").

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[1] The Settlement Agreement is attached hereto as Exhibit A. The Nissan Defendants – as identified in the Settlement, and inclusive of related entities identified in the Settlement – include Nissan Motor Co., Ltd. and Nissan North America, Inc. Capitalized terms not defined herein shall have the same definitions and meanings ascribed to them in the Settlement.

[2] If the Court determines that a hearing to consider this motion is necessary, Plaintiffs respectfully request that such a hearing not be held on August 25, 2017, or August 28-31, 2017.

When the scope and severity of this problem started to surface more than two years ago, Plaintiffs brought this Action, on behalf of themselves and the Class they represent, to recover the economic losses they suffered as a result of the extraordinary crisis created by Takata and the automotive companies. Four of those automotive companies—Toyota, BMW, Mazda, and Subaru—agreed to resolve the economic loss claims asserted against them through separate class action settlements. This Court granted preliminary approval to those four settlements, preliminarily certified the classes defined in the settlements, and approved the provision of notice to the four classes on June 12, 2017. (ECF Nos. 1798, 1799, 1800, 1801.) The Nissan Defendants have now agreed to resolve the economic loss claims asserted against them through a class action Settlement with a value of at least $97 million, modeled after the four agreements this Court preliminarily approved. The primary features of Nissan's Settlement, like the four prior settlements, will furnish Class Members with a wide spectrum of relief:

- Settlement Funds: The Nissan Defendants will contribute approximately $87 million in cash to non-reversionary common funds over a four-year period to pay for state-of-the-art Outreach Programs, fund cash payments to Class Members, and cover all settlement-related fees and costs.

- Outreach Program: Innovative and well-funded outreach methods will be employed, well beyond those currently used by the Nissan Defendants, to maximize Class Members' recognition of the danger of not replacing the Takata airbag inflator in their vehicles, including, but not be limited to, direct contact via mail, telephone, social media, e-mail, and text message, and multi-media campaigns using radio, television, print, and the internet.

- Out-of-Pocket Claims Process: Class Members may submit claims for the reimbursement of reasonable expenses they incurred in connection with having the Recall Remedy performed on their vehicles, ranging from taxi fare and towing expenses to lost wages and child care costs.

- Residual Distributions: Class Members also have the option of registering for a payment of up to $250 from distributions made from residual funds remaining in the Funds each program year, and because any residual funds cascade down from year to year, Class Members could receive up to $500 over the course of the Settlement.

- Rental Car/Loaner Program: The Nissan Defendants will provide free rental or loaner vehicles to Class Members exposed to the greatest risk of rupture when replacement parts are not available after a reasonable period of time.

- Customer Support Program: The Nissan Defendants will provide Class Members with prospective coverage for repairs and adjustments of current and replacement inflators, including the expense of parts and labor, for an extended period of time.

This is an outstanding result for the Class. It achieves two of the primary objectives of the litigation: (1) it targets the significant safety risk that Takata's defective airbags pose to Class Members, via an innovative, multifaceted Outreach Program designed to encourage Class Members to bring their vehicles to dealerships for the Recall Remedy; and (2) it compensates Class Members for the economic damages they suffered, in a way that further incentivizes Class Members who still possess Subject Vehicles to have their dangerous airbag inflators replaced, reinforcing the public safety benefits of the Settlement.

To communicate this Settlement to the Class, the Settlement proposes a robust and intensive direct mail, national media, and digital media Notice Program designed and coordinated by media experts. This Notice Program far exceeds all applicable requirements of law, including Rule 23 and constitutional due process, to apprise Class Members of the pendency of the Action, the terms of the Settlement, and their rights to opt out of, or object to, the Settlement.

The proposed Settlement is fair, reasonable, and adequate. It has been reached after extensive arm's-length, intensely fought negotiations, conducted over the course of more than a year. And the Class described in the Settlement satisfies all the requirements of Rule 23 for settlement purposes.

Accordingly, Plaintiffs seek preliminary approval of the Settlement and certification of the Class for settlement purposes, and request, inter alia, that the Court order that notice of the Settlement be disseminated to the Class, and that the Court schedule a Fairness Hearing to determine whether final approval of the Settlement should be granted. A proposed Preliminary Approval Order for the Settlement is attached as an exhibit to this motion and as Exhibit 7 to the Settlement Agreement.

BACKGROUND AND PROCEDURAL HISTORY

A. Factual Background.

The Court is generally familiar with the facts giving rise to Plaintiffs' claims and the Nissan Defendants' defenses. Plaintiffs reference such facts below to the extent pertinent to the issues raised in this motion.

In late 2014, Plaintiffs, on behalf of themselves and all others similarly situated, sued several automotive companies, including BMW, Ford, Honda, Mazda, Nissan, Subaru, and Toyota (the "Automotive Defendants"), and airbag suppliers Takata Corporation and TK Holdings, Inc. ("Takata"). Plaintiffs, who owned or leased vehicles manufactured or sold by the Automotive Defendants, alleged that their vehicles were equipped with defective airbags supplied by Takata. The airbags, Plaintiffs alleged, all share a common, uniform defect: the use of phase-stabilized ammonium nitrate, a notoriously volatile and unstable compound, as the propellant in their defectively designed inflators, which are metal canisters that are supposed to release gas to inflate an airbag cushion in the milliseconds following a crash. As a result of this common defect, the inflators within Takata's airbags have an unreasonably dangerous propensity to rupture and expel debris toward vehicle occupants.

Plaintiffs also allege that, following numerous field ruptures of Takata's inflators that seriously injured or killed vehicle occupants, the Automotive Defendants began to recall vehicles equipped with such inflators. Honda initiated several narrow recalls from 2008 through 2012, claiming that the field ruptures resulted from a limited manufacturing defect. As field ruptures continued to occur, however, the recalls expanded significantly. From April 11, 2013 through May, 15, 2015, BMW, Ford, Honda, Mazda, Nissan, Subaru, and Toyota initiated and expanded recalls ultimately covering millions of vehicles. On May 18, 2015, Takata entered into a Consent Order with NHTSA that required it to file Defect Information Reports, triggering recalls of almost 34 million inflators. Given the size of the recalls and a shortage of replacement inflators, NHTSA also entered a Coordinated Remedy Order to prioritize which vehicles should be repaired first. Takata's Consent Order has been amended several times, expanding the recall to all inflators with non-desiccated phase-stabilized ammonium-nitrate propellant, which includes approximately 60 million inflators, and setting a December 31, 2019 deadline for Takata to demonstrate the safety of its desiccated inflators, at which time NHTSA may require Takata to recall those inflators as well. The Coordinated Remedy Order also has been amended several times, and now divides vehicles into 12 priority groups to coordinate the schedule of repairing defective inflators. Priority 1 vehicles are the ones most at risk of experiencing a rupture.

Prior to the recalls, Plaintiffs allege that neither Takata nor the Automotive Defendants disclosed this common defect to Class Members. Instead, they represented that their products were safe. Plaintiffs allege that they suffered several forms of economic damages as a result of purchasing defective airbags and vehicles that were inaccurately represented to be safe. Plaintiffs overpaid for their vehicles with defective airbags and did not receive the benefit of

their bargain, because the vehicles and airbags were of a lesser standard and quality than represented. In addition, Plaintiffs suffered damages in the form of out-of-pocket expenses, including lost wages from taking time off work to bring their vehicles to dealerships for the recall, paying for rental cars and alternative transportation, and hiring child care while the recall remedy was being performed.

Beyond suffering these economic damages, millions of Class Members remain exposed to the unreasonable risk of serious injury or death posed by defective Takata inflators that have not been removed from their vehicles. Even though nationwide recalls have been underway for more than three years, around 75% of the approximately 60 million recalled inflators in the United States have not yet been repaired. Although supply shortages are partly responsible for these low completion rates, NHTSA has also highlighted a lack of effective outreach programs from automotive companies.

B. Procedural History.

The following discussion recounts some of the major procedural events in this litigation. On October 28, 2014, David Takeda, Teresa Lemke, William Dougherty, Coleman Haklar, and Susan Mattrass filed a class action complaint in *David Takeda, et al. v. Takata Corp., et al.*, No. 2:14-cv-08324 (C.D. Cal.) (the "Economic Loss Class Action Complaint"), asserting economic loss claims against the Automotive Defendants, including the Nissan Defendants and Takata. The Judicial Panel on Multidistrict Litigation subsequently consolidated the *Takeda* 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).

On March 17, 2015, the Court entered an Order Appointing Plaintiffs' Counsel and

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

Plaintiffs filed an Amended Consolidated Class Action Complaint on April 30, 2015. On June 15, 2015, Plaintiffs filed a Second Amended Consolidated Class Action Complaint ("SACCAC").

On July 17, 2015, defendants Toyota, Ford, Subaru and Nissan filed a Joint Motion to Stay Based on the Primary Jurisdiction of the National Highway Traffic Safety Administration. The Court denied this motion on September 22, 2015. (Dkt. 737.)

On July 17, 2015, Takata and the seven Automotive Defendants each filed Motions to Dismiss Plaintiffs' SACCAC. The Court has ruled on all the Motions to Dismiss, granting them in part and denying them in part. (Dkt. 871; 1099; 1101; 1202; 1208; 1256; 1417.)

Extensive discovery has taken place in this case. Pursuant to the Court's initial case management order, discovery began almost immediately after creation of the MDL, in the spring of 2015. Over the past two years, the Defendants have produced more than 10 million pages of documents through discovery. Plaintiffs' counsel have dedicated a team of more than 40 attorneys to the laborious work of reviewing these documents, many of which are in Japanese, necessitating expensive and time-consuming translation, at great expense, which Plaintiffs have borne. The Defendants have deposed more than 70 class representatives, and Plaintiffs have deposed at least 45 witnesses of the Defendants. Depositions of individual employees of certain

Automotive Defendants continue to be taken. Plaintiffs also have retained and engaged in substantial consultation with multiple experts on liability and damages issues in an effort to prepare the case for trial.

Meanwhile, the U.S. Department of Justice pursued a separate investigation of Takata. 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 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.

U.S. v. Takata Corp., No. 2:16-cr-20810 GCS EAS, Dkt. No. 23 at 47 (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.

On March 10, 2017, the Automotive Defendants – Nissan, Ford, BMW NA, Toyota, Mazda, Subaru, and Honda – all filed cross-claims against Takata. (Dkt. 1444, 1445, 1446, 1451, 1452, 1453, 1454.) On March 15, 2017, Mitsubishi filed a cross-claim against Takata. On April 28, 2017, Takata filed a Motion to Strike, Alternative Motion to Dismiss in Part and Memoranda of Law as to each of the Cross-Claims.

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. 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. (Dkt. 1857.)

On July 14, 2017, Plaintiffs filed a Third Amended Consolidated Class Action Complaint ("TACCAC"). On July 26, 2017, the Court entered an Order dismissing certain amended and additional counts in the TACCAC and denied Plaintiffs' request to file the TACCAC under seal. (Dkt. 1919.) The Court also required Plaintiffs to file a revised TACCAC no later than August 7, 2017, which Nissan would have to answer by September 2, 2017. Pursuant to the Court's Order, Plaintiffs filed a corrected TACCAC on August 7, 2017. (Dkt. 1969.)

C. Settlement Negotiations.

Parallel to the hard-fought litigation track, preliminary settlement discussions began in early 2016, between Plaintiffs' counsel and Toyota's counsel, John P. Hooper of King & Spalding LLP. After months of negotiations between Plaintiffs' counsel and Toyota's counsel, the settlement discussions expanded to include additional Automotive Defendants, including Nissan, BMW, Mazda, and Subaru. During these and subsequent negotiations, the parties discussed their relative views of the law and facts and potential relief for the proposed Class, and exchanged a series of counter-proposals for key conceptual aspects of a potential settlement. These multi-party discussions ultimately ended in an impasse in late 2016.

During 2017, Plaintiffs' counsel and Nissan's counsel resumed direct negotiations, intensely negotiated a potential resolution including in-person meetings, and ultimately reached a Settlement Agreement that was signed on August 4, 2017. At all times, negotiations were adversarial, non-collusive, and at arm's length.

TERMS OF THE SETTLEMENT

The terms of the Settlement are detailed in the Agreement, attached hereto as Exhibit A. The following is a summary of the material terms of the Settlement.

A. The Settlement Class.

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

> (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 April 11, 2013 and through the date of the issuance of the Preliminary Approval Order. Excluded from this Class are: (a) Nissan, its officers, directors, employees and outside counsel; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers and directors; and Nissan'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.

Exhibit A (§ II.A.8.).

"Subject Vehicles" are defined as Nissan or Infiniti vehicles that "contain or contained Takata phase stabilized ammonium nitrate ('PSAN') inflators in their driver or passenger front airbag that (i) have been recalled, or (ii) shall be recalled or (iii) contain a desiccant and may be subject to future recall as referenced in the National Highway Traffic Safety Administration's ('NHTSA') Consent Orders dated May 18, 2015 and November 3, 2015, and amendments thereto." An exhibit to the Settlement lists the Subject Vehicles that precisely define the scope of the Class. *See* Exhibit A at Exhibit 9.

Based on number of recalled vehicles reported by the Nissan Defendants, Plaintiffs estimate that there are approximately 4.4 million members of the Nissan Class.

B. Settlement Fund.

The Settlement requires the Nissan Defendants to deposit a total of $97,679,141, less a 10% credit for the Rental Car/Loaner Program, into a non-reversionary Qualified Settlement Fund. The Nissan Defendants have agreed to deposit approximately 12% of the full Settlement Amount within 30 days of this Court's Preliminary Approval of the Settlement, to immediately fund the first year of the Outreach Program. The rest of the Settlement Fund payments will be made over a prescribed four-year schedule set forth in the Settlement. *See* Exhibit A (§ III.A.2.).

The Settlement Fund will be used to pay for: (a) the Outreach Program; (b) an Out-of-Pocket Claims Process to compensate Class Members for out-of-pocket expenses relating to the Takata Airbag Inflator Recall; (c) residual cash payments to Class Members who have not incurred reimbursable out-of-pocket expenses and who register for residual payments, to the extent that there are residual amounts remaining; (d) the Rental Car/Loaner Program, which will provide rental or loaner vehicles to Class Members with Priority 1 vehicles at no cost when the Recall Remedy cannot be performed for thirty days or longer; (e) notice and related costs; (f) claims administration, including expenses associated with the Settlement Special Administrator; (g) Court-awarded Settlement Class Counsel's fees and expenses; and (h) Court-awarded incentive awards to Class Representatives. *See* Exhibit A (§ III.A.3.).

C. Outreach Program.

A significant feature of the Settlement obligates Nissan to fund an intensive, innovative Outreach Program aimed at maximizing the removal of dangerous inflators from Class Members' vehicles. The Outreach Program will utilize traditional and non-traditional media well beyond the methods currently used by the Nissan Defendants, which thus far have resulted in unsatisfactory recall completion rates below 35%, leaving millions of Class Members exposed

to the continuing unreasonable danger of rupturing inflators. The methods of outreach will include: (a) direct contact of Class Members via U.S. Mail, telephone, social media, e-mail, and text message; (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/or the internet. *See* Exhibit A (§ III.B.).

The budget for the Outreach Program is set at no more than 33% of the Settlement Amount, meaning that over $32 million can be invested in reaching Class members and encouraging them to bring their vehicles to dealerships for the Recall Remedy. The Settlement Special Administrator will oversee and administer the Outreach Program, and will engage industry-leading consultants with specialized knowledge of different outreach methods to adjust the Outreach Program to maximize its effectiveness. In this way, the Outreach Program is designed to be flexible and nimble, inclined to redirect resources to methods that prove most effective at encouraging Class Members to bring their vehicles to dealerships for the Recall. The Settlement Special Administrator is also empowered to resolve disputes between the Parties about how best to design and implement the Outreach Program.

Underscoring the public safety objective of the Settlement, the Nissan Defendants have agreed to not wait until Final Approval and immediately fund and implement the first 12 months of the Outreach Program within 30 days of Preliminary Approval.

D. Out-Of-Pocket Claims Process.

Another critical feature of the Settlement is an Out-of-Pocket Claims Process, which will reimburse Class Members for reasonable out-of-pocket expenses incurred relating to the Takata Airbag Inflator Recalls. *See* Exhibit A (§ III.D.). There are two primary advantages to the Claims Process: first, it permits Class Members to recover for the reasonable expenses they

actually incurred, without limiting recovery to certain pre-determined categories or amounts; and second, it furthers the public-safety goal of incentivizing Class Members who still own or lease Subject Vehicles to bring their vehicles to a dealership for the Recall Remedy, because having the Recall Remedy performed is a prerequisite to eligibility for such a payment. The Registration/Claim Form is straightforward, simple, and not burdensome. *See*, *e.g.*, Exhibit A at Exhibit 12 thereto. It will be provided to Class Members via the Settlement website and at dealerships when they bring their vehicles there for the Recall Remedy.

The Settlement Special Administrator will oversee the Out-of-Pocket Claims Process, including the determination of types of reimbursable costs and the eligibility of claims for reimbursement. The Parties agreed to recommend several common types of recall-related expenses for reimbursement eligibility, all of which are identified on the Registration/Claim Form:

(i) reasonable unreimbursed rental car and transportation expenses, after requesting and while awaiting the Recall Remedy from an authorized dealership;

(ii) reasonable towing charges to an authorized dealership for completion of the Recall Remedy;

(iii) reasonable childcare expenses necessarily incurred during the time in which the Recall Remedy is being performed on the Subject Vehicle by an authorized dealership;

(iv) reasonable unreimbursed out-of-pocket costs associated with replacing driver's or passenger's 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 his/her Subject Vehicle to/from an authorized dealership 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.

See Exhibit A (§ III.D.3.). In addition to these categories of expenses, the Settlement Special Administrator is empowered to approve and pay for other reimbursable claims that the Settlement Special Administrator deems to be a reasonable out-of-pocket expense, and Class Members are invited to submit claims for such expenses. *Id*., § III.D.2.

As far as the timing of payments to Class Members, the first set of reimbursements to eligible Class Members who have completed and filed a Registration/Claim Form will be made on a rolling basis by the Settlement Special Administrator no later than 180 days after the Effective Date. Reimbursements for following years will be made on a rolling basis as claims are submitted and approved.

For the reimbursements that occur in years one through three, reimbursements will 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, the last year of the reimbursement process, out-of-pocket-expense payments will be made for the amounts approved by the Settlement Special Administrator, unless the approved reimbursements to eligible Class Members exceed the amount of the Settlement Fund remaining. If this event occurs, then reimbursements will be made on a *pro rata* basis until the available amount is exhausted.

E. Residual Distribution Payments.

The settlement program offers Class Members an additional way to receive a cash payment. Rather than submit a claim for out-of-pocket expenses, Class Members have the option of registering for a Residual Distribution of up to $250 from the Settlement Fund. Residual Distributions will be funded with the monies remaining in the fund at the end of each of

the four settlement program years, after all payments are made for the Outreach Program and approved claims for out-of-pocket expenses. *See* Exhibit A (§ III.E.).

Class Members are eligible for a Residual Distribution if they just registered for a residual payment or if they submitted claims in that year, or prior program years, that were previously rejected. Subject to certain exceptions, 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. The settlement program will last for at least four years.

The Settlement is structured to maximize cash payments to Class Members. Any funds that remain at the end of the last settlement program year after the Residual Distribution, if any, is made, shall, unless it is administratively unfeasible, be distributed on a *per capita* basis to Class Members who: (a) previously submitted claims that were paid; (b) previously submitted claims that were rejected and have not received any prior claims payments; or (c) registered for a residual payment only. The residual payment from this last settlement program year is limited to $250 per Class Member, as well. Thus, it is possible for a Class Member who simply registers for Residual Distribution payments to receive $500 over the course of the Settlement—$250 from the initial Residual Distribution at the end of the year the Class Member registers, and $250 from the final Residual Distribution at the end of the settlement program.

Finally, if there are any funds remaining in the Settlement Fund after all of the foregoing payments have been made through the last program year, those funds are to be distributed to all Class Members on a *per capita* basis, unless it is administratively unfeasible. If the Settlement Special Administrator determines it to be administratively unfeasible (e.g., because the cost of distributing the remaining funds would consume them), then those funds shall be distributed *cy pres*, with the Court's approval.

F. Rental Car/Loaner Program.

Another aspect of the Settlement relief – the Rental Car/Loaner Program – is designed to address difficulties and additional costs certain Class Members may face in getting the Recall Remedy performed on their vehicles due to supply shortages of replacement parts. Where replacement parts are unavailable, and the replacement of recalled inflators is delayed for an extended period as a result, Class Members who own or lease recalled vehicles that NHTSA has identified as the highest priority for repair (so-called "Priority Group I vehicles" under the NHTSA Coordinated Remedy Order) shall be entitled to use a loaner or rental vehicle in the interim at no charge. *See* Exhibit A (§ III.C.). Commencing no later than 30 calendar days after issuance of the Preliminary Approval Order, this additional benefit furthers public safety and reduces a potential impediment to Class Members having the Recall Remedy performed on their vehicle.

The program is designed as follows. Class Members are directed by the Outreach effort to contact their applicable automobile dealer to request the replacement of the Takata airbag inflator for the Recall Remedy. When they do so, if the dealer informs the Class Member that it does not have the Recall Remedy parts in stock, the Class Member can request a rental/loaner vehicle. If the Class Member has a Priority Group I vehicle – which are listed on the NHTSA website and will be advertised – and the dealer cannot obtain the necessary Recall Remedy parts in fewer than 30 days, then a rental/loaner vehicle must be made available to the Class Member, at no charge, until a Recall Remedy is available for the Class Member's Subject Vehicle. The Class Member must, of course, provide adequate proof of insurance, and if a rental car (as opposed to a loaner) is provided, satisfy the applicable rental car company's guidelines. Upon being notified by the dealer that the replacement parts are ready, Class Members who obtain a

rental/loaner vehicle through the program must promptly bring their Subject Vehicles to the dealer for performance of the Recall Remedy and return the rental/loaner vehicle as well.

In exchange for providing the Rental Car/Loaner Program, Nissan shall receive a credit of 10% of the Settlement Amount. One quarter of the credit shall be applied to each of the four annual payments that Nissan must make into the Settlement Fund, such that the full credit is realized at the time of the Year Four Payment.

The Settlement Special Administrator is charged with monitoring the Nissan Defendants' compliance with the Rental Car/Loaner Program. Every six months, Nissan must certify to the Settlement Special Administrator that it is complying with the program, and the Settlement Special Administrator is authorized to audit and confirm Nissan's compliance.

G. Customer Support Program.

In addition to the monetary elements of the Settlement, Nissan has also agreed to provide Class Members with a Customer Support Program that covers prospective coverage for repairs and adjustments (including parts and labor) necessary to correct any defects in the materials or workmanship of (1) the Takata PSAN inflators contained in the driver or passenger front airbag modules of Subject Vehicles, or (2) replacement driver or passenger inflators installed pursuant to the Takata Airbag Recall in the Subject Vehicles. *See* Exhibit A (§ III.G.). This benefit covers two important circumstances where Class Members are at risk of incurring additional expenses in the future: where their vehicle's airbag contains a not-yet-recalled Takata PSAN inflator (e.g., a vehicle designated with a low priority level, or vehicle with a desiccated inflator), and where they had the Recall Remedy performed, but the new inflator is in any way defective or breaks.

Eligible Class Members may begin seeking the Customer Support Program benefits 30 days after the Court's issuance of the Final Order, a date chosen to give the Nissan Defendants sufficient lead time to coordinate with their dealers regarding how to implement this benefit. The Customer Support Program benefit will be automatically transferred and will remain with the Subject Vehicle regardless of ownership. It does not apply, however, if a replacement airbag inflator deploys normally. Nor does the Customer Support Program extend to inoperable vehicles and vehicles with a salvaged, rebuilt or flood-damaged title.

The duration of the Customer Support Program benefit for each Class Member depends on whether the Recall Remedy has already been performed and whether the Subject Vehicle contains a desiccated Takata PSAN inflator. The Settlement provide as follows:

(i) 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 ("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.

(ii) 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.

(iii) If the Subject Vehicle contains a desiccated Takata PSAN inflator in the driver or passenger front airbag as original equipment that has not been recalled 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 of First Use, or 150,000 miles measured from the Date of First Use, whichever comes first. However, each eligible Subject Vehicle will receive no less than two years of coverage from the date of the issuance of the Court's Preliminary Approval Order.

(iv) In the event desiccated Takata PSAN inflators in the driver or passenger front airbag modules in any of the Subject Vehicles are recalled in the future, then the Customer Support Program will last for 10 years measured from the date such future Recall Remedy is performed on the Subject Vehicle, or 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 or two years measured from the date the future Recall Remedy is performed on the Subject Vehicle, whichever is later.

H. Release.

Upon entry of final judgment, Class Members agree to give a broad release to the "Released Parties," defined essentially as the Nissan Defendants and all related entities and persons, of all claims "regarding the subject matter of the Actions,"

> arising from, related to, connected with, and/or in any way involving 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 Economic Loss Class Action Complaint, Amended Economic Loss Consolidated Class Action Complaint, the Second Amended Consolidated Class Action Complaint, the Actions or any amendments of the Actions.

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

First, the Settlement Agreement provides that "Plaintiffs and Class Members are *not* releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death or actual physical property damage arising from an incident involving a Subject Vehicle, including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator." Exhibit A (§ VII.D.) (emphasis added).

Second, the Settlement Agreement also reserves and does not release claims against "Excluded Parties," who are defined as Takata (and all related entities and persons) and all other automotive manufacturers and distributors (and all their related entities and persons), specifically including other, non-Nissan Defendants in the Action. *See* Exhibit A (§ VII.E.).

I. Notice Program.

The Settlement contains a robust Class Notice Program designed to satisfy all applicable laws, including Rule 23 and constitutional due process. Notifying Class Members of the Settlement, in both English and Spanish, will be accomplished through a combination of the Direct Mailed Notices, Publication Notice (in newspapers, magazines and/or other media outlets), Radio Notice, notice through the Settlement website (www.AutoAirbagSettlement.com), a Long Form Notice, and other forms of notice, such as banner notifications on the internet. The details of each form of notice are set forth in the Declaration of Cameron R. Azari, Esq., of Epiq Systems, Inc., the proposed Settlement Notice Administrator. *See* Exhibit 11 to the Settlement Agreement.

The Settlement Notice Administrator also will update the combined Settlement website for the four prior, preliminarily approved settlements with information pertaining to the Nissan Settlement. The website will inform Class Members of the terms of the Settlement Agreement, their rights, dates and deadlines and related information. The website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court, including the Registration/Claim Form, both in English and Spanish. This accomplishes a reduction in administrative expense, as a new website does not need to be created and designed.

Potential Class Members shall also receive Direct Mailed Notice, substantially in the form attached as Exhibit 2 to the Settlement Agreement, by U.S. Mail. The Direct Mailed Notice

informs potential Class Members of the various ways they can obtain the Long Form Notice (via the website, mail or a toll-free telephone number), and the general structure of the Settlement. The Settlement Notice Administrator must also re-mail any Direct Mailed Notices returned by the U.S. Postal Service with a forwarding address no later than the deadline found in the Preliminary Approval Order and, for returned mail without a forwarding address, research better addresses and promptly re-mail copies of the applicable notice to any better addresses.

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

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

The Long Form Notice will also include the Registration/Claim Form. The Registration/Claim Form (attached as Exhibit 12 to the Settlement Agreement) informs the Class Member that the form must be fully completed and timely returned within the Claim Period to be eligible to obtain monetary relief pursuant to this Agreement.

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

materials shall be mutually agreeable to the Parties, through their respective counsel.

J. Settlement Administration.

The Settlement Special Administrator is charged with administering all aspects of the Settlement, with the exception of the Notice Program, which the Settlement Notice Administrator shall handle, in coordination with the Settlement Special Administrator. The Parties agree that Patrick A. Juneau, of Juneau David APLC, who was appointed to serve as the Settlement Special Administrator for the four prior settlements, also should serve as Settlement Special Administrator, subject to the Court's approval, for this Settlement. His responsibilities will include (1) overseeing and administering the Outreach Program, (2) auditing and confirming Nissan Defendants' compliance with the Rental Car/Loaner Program, (3) overseeing and administering the Out-of-Pocket Claims Process and Residual Distribution, a function which requires the exercise of discretion to determine the reasonableness and eligibility of Class Members' claims for out-of-pocket expenses, and to deny any fraudulent claims. The Settlement achieves a further reduction in administrative expenses by employing the same Settlement Special Administrator to undertake these responsibilities for this Settlement and the four prior, preliminarily approved settlements.

K. Attorneys' Fees and Incentive Awards for Class Representatives.

Plaintiffs did not begin to negotiate attorneys' fees and expenses until after agreeing to the principal terms set forth in the Settlement Agreement. The Settlement Agreement provides that Settlement Class Counsel agree to limit their request to the Court for attorneys' fees and expenses to no more than 30% of the applicable Settlement Amount.[3] Likewise, the Nissan

[3] This percentage is in keeping with prevailing law and practice in this Circuit. *See*, *e.g.*, *Camden I Condo. Ass'n, Inc. v. Dunkle*, 946 F.2d 768, 774-75 (11th Cir. 1991); *Waters v. Int'l Precious Metals Corp.*, 190 F.3d 1291, 1294 (11th Cir. 1999); *In re Checking Account Overdraft*

Defendants agree not to oppose such a request. Attorney's fees and expenses awarded to Settlement Class Counsel for work done on behalf of the Class will be paid from the Settlement Fund.

The Parties agreed that the Court's resolution of the issue of attorneys' fees and expenses shall have no bearing on the Settlement Agreement. In particular, an Order relating to attorneys' fees or expenses shall not operate to terminate or cancel the Settlement Agreement, or affect or delay its Effective Date.

Finally, Plaintiffs' counsel may petition the Court for incentive awards of up to $5,000 per Class Representative in order to compensate the Plaintiffs for their efforts on behalf of the Class.

MEMORANDUM OF LAW

A. The Legal Standard for Preliminary Approval.

Rule 23(e) requires judicial approval for the compromise of claims brought on a class basis. "Although class action settlements require court approval, such approval is committed to the sound discretion of the district court." *In re U.S. Oil and Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992). In exercising that discretion, courts are mindful of the "strong judicial policy favoring settlement as well as by the realization that compromise is the essence of settlement." *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984). The policy favoring settlement is especially relevant in class actions and other complex matters, where the inherent costs, delays and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See, e.g., Ass'n for Disabled Americans, Inc. v. Amoco Oil Co.*, 211 F.R.D. 457, 466

Litig., 830 F. Supp. 2d 1330, 1365-66 (S.D. Fla. 2011); *Almanazar v. Select Portfolio Servicing, Inc.*, No. 14-cv-22586-FAM, 2016 WL 1169198, at *4 (S.D. Fla. Mar. 25, 2016).

(S.D. Fla. 2002) ("There is an overriding public interest in favor of settlement, particularly in class actions that have the well-deserved reputation as being most complex.") (citing *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977)); *see also* 4 NEWBERG ON CLASS ACTIONS § 11.41 (4th ed. 2002) (citing cases).

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

When determining whether a settlement is ultimately fair, adequate and reasonable, courts in this circuit have looked to six factors: "(1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved." *Bennett*, 737 F.2d at 986. Courts have, at times, engaged in a "preliminary evaluation" of these factors to determine whether the settlement

falls within the range of reason at the preliminary approval stage. *See*, *e.g.*, *Smith*, 2010 WL 2401149, at *2.

The Court's grant of Preliminary Approval will allow all Class Members to receive notice of the Settlement's terms, and of the date and time of the Fairness Hearing at which Class Members may be heard, and at which further evidence and argument concerning the fairness, adequacy, and reasonableness of the Settlement may be presented by the Parties. *See* MANUAL FOR COMPL. LITIG., §§ 13.14, § 21.632.

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

B. The Settlement Satisfies the Criteria for Preliminary Approval.

Each of the relevant factors weighs in favor of Preliminary Approval of the Settlement. First, the Settlement was reached in the absence of collusion, and is the product of good-faith, informed and arm's-length negotiations by competent counsel. Furthermore, a preliminary review of the factors related to the fairness, adequacy and reasonableness of the Settlement demonstrates that the Settlement fits well within the range of reasonableness, such that Preliminary Approval is appropriate.

Any settlement requires the parties to balance the merits of the claims and defenses asserted against the attendant risks of continued litigation and delay. Plaintiffs maintain that the claims asserted are meritorious, that any motion for class certification would prove successful, and that Plaintiffs would prevail if this matter proceeded to trial. The Nissan Defendants, however, maintain that Plaintiffs' claims are unfounded, and cannot be maintained as a class

action. The Nissan Defendants deny any potential liability, and have shown a willingness to litigate Plaintiffs' claims vigorously.

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

1. The Settlement is the product of good-faith, informed, and arm's-length negotiations.

A class action settlement should be approved so long as a district court finds that "the settlement is fair, adequate and reasonable and is not the product of collusion between the parties." *Cotton*, 559 F.2d at 1330; *see also Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 318-19 (S.D. Fla. 2005) (approving class settlement where the "benefits conferred upon the Class are substantial, and are the result of informed, arms-length negotiations by experienced Class Counsel").

The Settlement is the result of intensive, arm's-length negotiations between experienced attorneys who are familiar with class action litigation and with the legal and factual issues of these cases. The Parties engaged in extensive, adversarial negotiations for more than a year, exchanging countless proposals while the litigation continued on a parallel track. These negotiations were conducted in the absence of collusion.

Furthermore, counsel for each party is particularly experienced in the litigation, certification, trial, and settlement of nationwide class action cases. Counsel zealously represented their clients' interests through protracted litigation before this Court for well over two years.

In negotiating this Settlement in particular, Settlement Class Counsel had the benefit of years of experience and a familiarity with the facts of this Action as well as with other cases involving similar claims. Settlement Class Counsel conducted a thorough investigation and analysis of Plaintiffs' claims and the Nissan Defendants' defenses, and engaged in extensive formal discovery with the Nissan Defendants. Settlement Class Counsel's review of that extensive discovery enabled them to gain an understanding of the evidence related to central questions in the case, and prepared counsel for well-informed settlement negotiations. *See Francisco v. Numismatic Guaranty Corp. of America*, 2008 WL 649124, at *11 (S.D. Fla. Jan. 31, 2008) (stating that "Class Counsel had sufficient information to adequately evaluate the merits of the case and weigh the benefits against further litigation" where counsel conducted two 30(b)(6) depositions and obtained "thousands" of pages of documentary discovery).

2. The facts support a preliminary determination that the Settlement are fair, adequate, and reasonable.

As noted, this Court may conduct a preliminary review of the *Bennett* factors to determine whether the Settlement falls within the "range of reason" such that notice and a final hearing as to the fairness, adequacy, and reasonableness of the Settlement are warranted.

(a) Likelihood of success at trial.

While Plaintiffs and Settlement Class Counsel are confident in the strength of their case, they are also pragmatic in their awareness of the various defenses available to the Nissan Defendants, and the risks inherent to litigation. The Nissan Defendants have claimed that they were deceived by Takata as to the safety of its inflators, and Takata recently pleaded guilty to a count of wire fraud based on testing results provided to certain OEMs. The Nissan Defendants have argued that these charges, which portray them as "victims" and they have described as a "game changer," absolve them of any liability. The Nissan Defendants have also challenged

Plaintiffs' damages theories. Based on the discovery that has been conducted to date, Plaintiffs believe that they could prevail in a litigated class certification battle. Yet the Nissan Defendants would assert numerous arguments against certification of all or parts of the Class, which present risks. Moreover, even if Plaintiffs were successful, the Nissan Defendants would inevitably seek interlocutory review of class certification rulings via Rule 23(f) in the Court of Appeals, delaying the progress towards trial.

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

This Settlement provides substantial relief to Class Members and addresses an extraordinary national public safety crisis without further delay. The fact is that settlement will speed up the recall and provide benefits to the Class Members far sooner than a litigated outcome. And some of those benefits are ones which the Nissan Defendants could not have been compelled to deliver solely through litigation. Under the circumstances, Plaintiffs and Settlement Class Counsel appropriately determined that the Settlement reached with the Nissan Defendants outweighs the risks of continued litigation.

(b) Range of possible recovery and the point on or below the range of recovery at which a settlement is fair.

When evaluating "the terms of the compromise in relation to the likely benefits of a successful trial . . . the trial court is entitled to rely upon the judgment of experienced counsel for

the parties." *Cotton*, 559 F.2d at 1330. "Indeed, the trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of counsel." *Id.*

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

Settlement Class Counsel have a thorough understanding of the practical and legal issues they would continue to face litigating these claims against the Nissan Defendants. In this case, Plaintiffs face a number of serious challenges, including class certification and summary judgment. The approximately $97 million recovery, along with the Customer Support Program, is an outstanding result given the complexity of the Action and the significant barriers that stand between the present juncture of the litigation and final judgment: *Daubert* challenges to damage experts' methodologies; class certification; interlocutory Rule 23(f) appeal of class certification; motions for summary judgment; trial; and post-trial appeals.

The approximately $97 million value of the Settlement alone represents more than 41% of Plaintiffs' and Class Members' estimated damages recovery under a method of calculating damages that rests on the prices the Nissan Defendants paid for and marked up Takata airbags.[4] This method of calculating damages has been sustained against a *Daubert* challenge in a similar

[4] Alternative methods for calculating damages, many of which would yield damages far greater than a conservative method based on the prices of airbag modules, are available to Plaintiffs as well. Of course, if this case were to proceed to trial, Plaintiffs would not be limited to the most conservative measure of damages, and instead could pursue these alternative methodologies.

automotive defect class action. *See In re Myford Touch Consumer Litig.*, No. 13-CV-03072-EMC, 2016 WL 7734558, at *5 (N.D. Cal. Sept. 14, 2016). The additional value of the Customer Support Programs further increases the range of recovery as a percentage of the possible damages that Plaintiffs and Class Members could recover if they were to prevail all the way through trial and on appeal.

By any reasonable measure, this recovery is a significant achievement given the obstacles that Plaintiffs faced and continue to confront in the litigation. Given the substantial benefits that the Settlement provides to Class Members and the extraordinary public safety crisis that the Settlement aims to address, the Settlement is fair and represents a reasonable recovery for the Class in light of the Nissan Defendants' defenses, and the challenging and unpredictable path of litigation Plaintiffs would have faced absent a settlement.

(c) Complexity, expense and duration of litigation.

The traditional means for handling claims like those at issue here would unduly tax the court system, require a massive expenditure of public and private resources, and ultimately would be impracticable. The Settlement is the best vehicle for Class Members to receive the relief to which they are entitled in a prompt and efficient manner. Ongoing litigation would involve substantial, expensive fact and expert discovery, lengthy additional pretrial proceedings in this Court and the appellate courts and, ultimately, a trial and appeal. Absent the Settlement, the Action would likely continue for two or three more years, at a minimum.

(d) Stage of the proceedings.

Courts consider the stage of proceedings at which settlement is achieved "to ensure that Plaintiffs had access to sufficient information to adequately evaluate the merits of the case and weigh the benefits of settlement against further litigation." *Lipuma*, 406 F. Supp. 2d at 1324.

Plaintiffs settled the Action with the benefit of approximately more than 10 million pages of documents produced thus far in discovery, at least 45 depositions of Defendant witnesses, and extensive discussions with experts and consultants. As noted, review of those documents and depositions positioned Settlement Class Counsel to evaluate with confidence the strengths and weaknesses of Plaintiffs' claims and prospects for success at class certification, summary judgment and trial. *Id*.; *see also Numismatic Guaranty Corp.*, 2008 WL 649124, at *11. So too has the process of defending the depositions of over 70 class representatives, which has afforded Settlement Class Counsel insights into issues bearing on class certification and damages.

C. Preliminary Certification of the Settlement Class Is Appropriate.

For settlement purposes, Plaintiffs respectfully request that the Court certify the Settlement Class defined above and in the Agreement. "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 omitted). "Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial." *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

Preliminary certification of a nationwide class for settlement purposes permits notice of the proposed Settlement to issue to the class to inform class members of the existence and terms of the proposed Settlement, of their right to be heard on its fairness, of their right to opt out, and of the date, time and place of the fairness hearing. *See* MANUAL FOR COMPL. LITIG., §§ 21.632, 21.633. For purposes of this Settlement only, the Nissan Defendants do not oppose class

certification. For the reasons set forth below, certification is appropriate under Rules 23(a) and (b)(3).

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

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

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

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

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

The predominance requirement of Rule 23(b)(3) requires that "[c]ommon issues of fact and law . . . ha[ve] a direct impact on every class member's effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member." *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*, 601 F.3d 1159, 1170 (11th Cir. 2010) (internal quotation marks omitted). Plaintiffs satisfy the predominance requirement because liability questions common to all Class Members substantially outweigh any possible issues that are individual to each Settlement Class Member. The salient evidence necessary to establish Plaintiffs' claims is common to both the Class Representatives and all members of the Class – they would all seek to prove that the Nissan Defendants' vehicles have common defects and that the Nissan Defendants' conduct was wrongful. And the evidentiary presentation changes little if there are 100 Class members or 15,000,000: in either instance, Plaintiffs would present the same evidence of the Nissan Defendants' marketing and promised warranties, and the same evidence of the Subject Vehicles' alleged defects. *Klay v. Humana, Inc.*, 382 F.3d 1241, 1255 (11th Cir. 2004) ("[I]f common issues truly predominate over individualized issues in a lawsuit, then 'the addition or subtraction of any of the plaintiffs to or from the class [should not] have a substantial effect on the substance or quantity of evidence offered.'") (quoting *Alabama v. Blue Bird Body Co.*, 573 F.2d 309, 322 (5th Cir. 1978)).

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

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

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

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

In his declaration, attached as Exhibit 11 to the Settlement Agreement, Mr. Azari provides detailed information about the design and scope of the Notice Program, which Epiq Systems will administer. As Mr. Azari states, the program is "the best practicable notice under the circumstances of this case[.]" Exhibit 11, ¶¶ 13, 61. Among other things, the program

includes direct mail, the best possible form of notice (*id.*, ¶¶ 21-25), and with the addition of broadcast media, print publications and online banners, the notice is "estimated to reach at least 95% of all U.S. Adults aged 18+ who own or lease one of the Subject Vehicles" (*id.*, ¶ 21). Such a program is designed to exceed the requirements of constitutional due process. *Id.*

Importantly, the Notice Program also targets a Spanish-speaking audience, with placements in Spanish-language print publications, magazines, radio, and online. *See id.*, ¶¶ 15, 26, 27, 30. Likewise, the Direct Mail Notice and Long Form Notice will be available in Spanish on the website. *Id.*, ¶ 57.

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

E. The Court Should Schedule a Fairness Hearing.

The last step in the Settlement approval process is a Fairness Hearing, at which the Court will hear all evidence and argument necessary to make its final evaluation of the Settlement. Proponents of the Settlement may explain the terms and conditions of the Settlement, and offer argument in support of final approval. The Court will determine at or after the Fairness Hearing whether the Settlement should be approved; whether to enter a final order and judgment under Rule 23(e); and whether to approve Class Counsel's application for attorneys' fees and reimbursement of costs and expenses and the request for Service Awards for the Class Representatives.

Plaintiffs request that the Court schedule the Fairness Hearing for a full day during the week of January 22, 2018, or thereafter, if that is convenient for the Court. Plaintiffs will file their motion for final approval of the Settlement, and Class Counsel will file their Fee

Application and request for Service Awards for Class Representatives, no later than 45 days prior to the Fairness Hearing.

CONCLUSION

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

1. Grants preliminary approval to the Settlement;

2. Preliminarily certifies the proposed Class defined in the Settlement pursuant to Rule 23(b)(3) and (e) for settlement purposes only, and appoints the following as Class Representatives for the Nissan Class: Agaron Tavitian, Enefiok Anwana, Harold Caraviello, David Brown, Errol Jacobsen, Julean Williams, Roberto Barto, and Kathy Liberal.

3. Approves (a) the Notice Program set forth in the Settlement, (b) the form and content of the Notice as set forth in the forms attached to the Settlement as Exhibits 2, 6, 8 thereto, and (c) the Registration/Claim Form attached as Exhibit 12 thereto;

4. Approves and orders the opt-out and objection procedures set forth in the Settlement;

5. Stays the economic loss claims asserted in the Action against the Nissan Defendants (only);

6. Appoints as Settlement Class Counsel the law firms listed in the Settlement Agreement (*e.g.*, Exhibit A, § I.A.42.);

7. Schedules a Fairness Hearing during the week of January 22, 2018, or thereafter, subject to the Court's availability and convenience; and

8. Addresses the other related matters pertinent to the preliminary approval of the Settlement.

Dated: August 8, 2017
Miami, Florida

Respectfully submitted,

PODHURST ORSECK, P.A.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed via CM/ECF and served on all counsel of record via electronic notices generated by CM/ECF on August 8, 2017.

By: */s/ Peter Prieto*
Peter Prieto

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 THE NISSAN DEFENDANTS	**Case No. 1:15-md-02599-FAM**

SETTLEMENT AGREEMENT

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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, as a result of extensive arm's-length negotiations, Plaintiffs, Settlement Class Counsel and Nissan have entered into this Agreement, which will resolve all economic loss claims and any and all economic loss controversies against Nissan that were or could have been alleged in the Actions;

WHEREAS, Nissan, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the claims, and for the purpose of resolving all economic loss claims and controversies that were or could have been asserted by 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 Nissan 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, which claims and all liability therefore are expressly denied;

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 Nissan of any liability or wrongdoing or lack of merit in its defenses, in consideration of the mutual covenants and terms contained herein, and subject to the final approval of the Court, Plaintiffs, Settlement Class Counsel and Nissan agree as follows:

I. PROCEDURAL HISTORY

A. On October 28, 2014, David Takeda, Teresa Lemke, William Dougherty, Coleman Haklar, and Susan Mattrass filed a class action complaint in *David Takeda, et al. v. Takata Corp., et al.,* No. 2:14-cv-08324 (C.D. Cal.) (the "Economic Loss Class Action Complaint"), alleging, among other things, that certain automotive companies manufactured, distributed, or sold certain vehicles containing allegedly defective airbag inflators manufactured by Takata that allegedly could, upon deployment, rupture and expel debris into the occupant compartment and/or otherwise affect the airbag's deployment, and that the plaintiffs sustained economic losses as a result thereof.

B. The Judicial Panel on Multidistrict Litigation subsequently consolidated the *David Takeda, 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), pending before the Honorable Judge Federico A. Moreno in the United States District Court for the Southern District of Florida.

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

D. Plaintiffs filed an Amended Consolidated Class Action Complaint on April 30, 2015. On June 15, 2015, Plaintiffs filed a Second Amended Consolidated Class Action Complaint ("SACCAC").

E. On July 17, 2015, defendants Toyota, Ford, Subaru and Nissan filed a Joint Motion to Stay Based on the Primary Jurisdiction of the National Highway Traffic Safety Administration. The Court denied this motion on September 22, 2015. (Dkt. 737.)

F. On July 17, 2015, seven automotive companies ("Automotive Defendants"), Mazda, Ford, Nissan, Subaru, Honda, Toyota, and BMW, each filed Motions to Dismiss Plaintiffs' SACCAC.

G. The Court has ruled on all the Motions to Dismiss the SACCAC, granting them in part and denying them in part. On December 2, 2015, Judge Moreno denied in part a Motion to Dismiss of Takata Corporation, TK Holdings, Inc., and Honda, finding Plaintiffs' pleading stated valid claims for violations of the Racketeer Influenced and Corrupt Organizations Act ("RICO")

and the Magnuson-Moss Warranty Act. Dkt. 871. On June 15, 2016, Mazda's Motion to Dismiss was granted in part and denied in part. Dkt. 1099. On June 20, 2016, Subaru's Motion to Dismiss was granted in part and denied in part. Dkt. 1101. On September 20, 2016, Toyota's Motion to Dismiss was granted in part and denied in part. Dkt. 1202. On September 30, 2016, Nissan's Motion to Dismiss was granted in part and denied in part. Dkt. 1208. On October 14, 2016, BMW NA's Motion to Dismiss was granted in part and denied in part. Dkt. 1256. On February 27, 2017, Ford Motor Company's Motion to Dismiss was granted in part and denied in part. Dkt. 1417.

H. On January 19, 2016, Honda filed a Motion for Entry of Case Schedule for Personal Injury and Economic Loss Tracks and Opposition to Inclusion of Substantial Completion deadline. Dkt. 900. Plaintiffs responded on January 21, 2016. Dkt. 907. On February 23, 2016, the Court issued an Order Setting Substantial Completion Deadline. Dkt. 940. Per the Order, the parties were ordered to substantially complete document productions responding to Plaintiffs' Second Request for Production by June 6, 2016.

I. On April 19, 2016, the Court issued an Order Regarding Future Amended Complaint. Dkt. 1040. On October 19, 2016, Plaintiffs filed a Motion to Modify the Procedure for Filing Plaintiffs' Third Amended Complaint. Dkt. 1285. Automotive Defendants Honda, BMW, Ford, Mazda, Nissan, Toyota and Subaru jointly opposed this Motion on November 4, 2016. Dkt. 1301. The Court held a hearing on November 9, 2016, regarding a forthcoming Third Amended Complaint, and the Court requested that Plaintiffs submit a Third Amended Complaint after all Motions to Dismiss have been ruled upon and discovery is complete.

J. 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 to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the OEMs through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the OEMs would not have otherwise purchased as they were." On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of wire fraud before U.S. District Judge George Caram Steeh, as part of a settlement with the U.S. Department of Justice. *See U.S. v. Takata Corporation*, No. 2:16-cr-20810 GCS EAS, Dkt. No. 23 (E.D. Mich. Feb. 27, 2017).

K. Written discovery and extensive document productions have taken place (more than a million documents have been produced), the Automotive Defendants have deposed more than 70 class representatives, and Plaintiffs have deposed at least 10 Takata witnesses and 18 witnesses from the Automotive Defendants. Depositions of individual employees of certain Automotive Defendants continue to be taken. There is currently no deadline for completing fact discovery, submitting expert reports, or filing motions for summary judgment. Dkt. 1407.

L. On March 10, 2017, Nissan (Dkt. 1444), Ford (Dkt. 1445), BMW NA (Dkt. 1446), Toyota (Dkt. 1451), Mazda (Dkt. 1452), Subaru (Dkt. 1453), and Honda (Dkt. 1454), all filed cross-claims against Takata. On March 15, 2017, Mitsubishi filed a cross-claim against Takata. Dkt. 1464. On April 28, 2017, Takata filed a Motion to Strike, Alternative Motion to Dismiss in Part and Memoranda of Law as to each of the Cross-Claims.

M. 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. 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. Dkt. 1857.

N. On July 14, 2017, Plaintiffs filed a Third Amended Consolidated Class Action Complaint ("TACCAC"). On July 26, 2017, the Court entered an Order dismissing certain amended and additional counts in the TACCAC and denying Plaintiffs' request to file the TACCAC under seal. Dkt. 1919. The Court's Order also required Plaintiffs to file a revised TACCAC by no later than August 7, 2017, which Nissan would have to answer by September 2, 2017. As a result, the SACCAC is currently the operative complaint.

O. On August 3, 2017, Plaintiffs filed a Motion for Clarification or, in the Alternative, Reconsideration of the Court's July 26, 2017 Order. The Court has not yet ruled on Plaintiffs' Motion, and the time for Plaintiffs to file a revised TACCAC and Nissan to move to dismiss or answer the revised TACCAC has not yet run.

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 asserting economic loss, warranty, and lemon law 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 ("*Takata* MDL"),

which are listed in Exhibit 1 hereto, or that may be consolidated into the *Takata* MDL prior to the entry of the Final Order.

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

3. "Attorneys' Fees and Expenses" means such funds as may be awarded by the Court to compensate any and all attorneys in this Action representing 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 phase stabilized ammonium nitrate ("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, after April 11, 2013 and before the date of the issuance of the Preliminary Approval Order, sold or returned, pursuant to a lease, a Subject Vehicle that was recalled under the Takata Airbag Inflator Recall 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 Process" means the process for submitting, reviewing and paying claims as described in this Agreement, and as further determined by the Settlement Special Administrator.

7. "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.

8. "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 April 11, 2013 and through the date of the issuance of the Preliminary Approval Order. Excluded from this Class are: (a) Nissan, its officers, directors, employees and outside counsel; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers and directors; and Nissan'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.

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

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

11. "Coordinated Remedy Order" means the November 3, 2015 Coordinated Remedy Order issued by NHTSA and amendments thereto.

12. "Coordinated Remedy Program" means the program under the Coordinated Remedy Order intended to increase recall completion rates and which is described in more detail in the Coordinated Remedy Order and related communications from NHTSA and the Independent Monitor for Takata appointed pursuant to the Coordinated Remedy Order ("Monitor").

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

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

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

16. "Effective Date" means the latest of the following dates on which the Final Judgment becomes final:

(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 sixty (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 Nissan agree in writing, any other agreed date.

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, Nissan 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 Nissan 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, stockholders, bondholders, subsidiaries, affiliates, officers, directors, employees, associates, dealers, agents and related companies; and (ii) other than Nissan, and subject to Section VII.C, 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 Nissan.

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.

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

26. "Nissan" means Nissan Motor Co., Ltd. and Nissan North America, Inc., and any and all other affiliates of either corporation.

27. "Nissan Dealers" means authorized Nissan and/or Infiniti dealers in the United States and all of its territories and possessions.

28. "Nissan's Counsel" means E. Paul Cauley, Jr. of Drinker Biddle & Reath LLP.

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

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

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

32. "Parties" means Plaintiffs and Nissan.

33. "Plaintiffs" means Agaron Tavitian, Enefiok Anwana, Harold Caraviello,

David Brown, Errol Jacobsen, Julean Williams, Robert Barto, and Kathy Liberal.

34. "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.

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

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

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

38. "Released Parties" or "Released Party" means Nissan Motor Co., Ltd. and Nissan North America, Inc., and each and all of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers (including Nissan Dealers), representatives, suppliers, vendors, contractors, advertisers, marketers, service providers, distributors and subdistributors, repairers, agents, attorneys, insurers, administrators, advisors, and any other person, company, or entity in the chain of distribution of a Subject Vehicle or component of such vehicle. 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.

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

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

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

42. "SACCAC" means the operative Second Amended Consolidated Class Action Complaint filed in the *Takata* MDL on June 15, 2015.

43. "Settlement Amount" means $97,679,141.00.

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

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

46. "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 shall serve as Settlement Notice Administrator, subject to approval by the Court.

47. "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.

48. "Subject Vehicles" means those Nissan 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 and/or (iii) contain a desiccant and may be subject to future recall as referenced in NHTSA's Consent Orders dated May 18, 2015 and November 3, 2015, and amendments thereto, as indicated in Exhibit 10.

49. "TACCAC" means the Third Amended Consolidated Class Action Complaint filed in the *Takata* MDL on July 14, 2017.

50. "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.

51. "Takata Airbag Inflator Recall(s)" or "Recall(s)" means all past, present and future recalls of Takata PSAN inflators, whether desiccated or non-desiccated, in the driver or passenger front airbags in the Subject Vehicles, that involve or relate to a potential defect in the inflator of the types of issues or conditions referenced in NHTSA's Consent Orders dated May 18, 2015 and November 3, 2015, and amendments thereto.

52. "Takata PSAN Inflators" means all airbag inflators for driver or passenger front airbags manufactured and sold by Takata containing propellant with PSAN, including but not limited to 2004 and 2004L propellant, whether desiccated or non-desiccated.

53. "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.

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 Nissan with prejudice, as contemplated in this Agreement, and for the full and complete Release, Final Order and Final Judgment provided below, Nissan agrees to provide the following:

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 the Regulations issued thereto, with the Settlement Fund to be held at Citi Private Bank. All payments to be made by Nissan 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 an account that is fully-insured by the United States Government, 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 hereto 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. Nissan agrees to pay a total of $97,679,141.00 less the 10% credit set forth in Section III.C.3 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 Nissan, and any such funds paid into the QSF and not returned to Nissan will be credited towards any eventual settlement that may be approved. Nissan shall make the payments detailed below and as further detailed in this Settlement Agreement:

(a) Nissan shall 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) $11,721,496 (12% of the total Settlement Fund), which is intended to be sufficient to pay for the first 12 months of the Outreach Program;

and

(ii) Nissan's *pro rata* portion of $2,000,000, as determined by the Settlement Special Administrator, pursuant to Section III.A.4, which is intended to be sufficient to pay for the first 12 months of the Settlement Special Administrator's costs and administrative costs.

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

(c) Not later than 14 calendar days after the Court issues the Final Order finally approving the settlement, Nissan 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) Nissan shall deposit into the QSF, not later than 14 calendar days after the Effective Date, 30% of the amount remaining of the $97,679,141, after subtracting (a), (b), and (c) above and further reduced by the applicable portion of the 10% Rental Car Loaner Program Credit set forth in Section III.C.3 below (the "Year One Payment").

(e) Nissan shall deposit into the QSF, not later than one year after the Effective Date, 30% of the amount remaining of the $97,679,141, after subtracting (a), (b), and (c) above and further reduced by the applicable portion of the 10% Rental Car/Loaner Program Credit set forth in Section III.C.3 below (the "Year Two Payment").

(f) Nissan shall deposit into the QSF, not later than two years after the

Effective Date, 20% of the amount remaining of the $97,679,141, after subtracting (a), (b), and (c) above and further reduced by the applicable portion of the 10% Rental Car/Loaner Program Credit set forth in Section III.C.3 below (the "Year Three Payment").

(g) Nissan shall deposit into the QSF, not later than three years after the Effective Date, the full amount remaining of the $97,679,141, after subtracting (a), (b), (c), (d), (e), and (f) above and further reduced by the applicable portion of the 10% Rental Car/Loaner Program Credit set forth in Section III.C.3 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 must 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 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. Subject to the agreement of the Parties, through their respective counsel, there shall be flexibility to move funds within components (a), (b), (d), (e), and (f) above, 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 Nissan be required to pay any amount more than $97,679,141.00, less the 10% Rental Car/Loaner Program Credit set forth in Section III.C.3 below.

4. It is expressly understood that separate settlement funds will be created for each settling Automotive Defendant and their 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 this goal. The Outreach Program shall be designed to significantly increase Recall Remedy completion rates via traditional and non-traditional outreach efforts beyond those currently being used by Nissan 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 Fund, but the budget of the Outreach Program may be adjusted subject to the agreement of the Parties, through their respective counsel. 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 and the Independent Monitor for Takata and consider compliance with the Coordinated Remedy Program before finalizing the Outreach Program. 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, and text message; (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 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 Nissan to ensure to the extent practicable that the outreach is consistent with Recall Remedy parts and service availability. Any and all communications with Nissan customers/Class Members via the Outreach Program shall be approved by the Parties, through their respective counsel. No Outreach Program owner communications related to Nissan or Infiniti vehicles shall commence until ten business days after the Settlement Special Administrator has notified Nissan of the plan for posting, publishing, or contacting vehicle owners.

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.

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.

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. As further consideration and to aid the Settlement Special Administrator in focusing resources on the most effective Outreach Program, Nissan will provide the Special Settlement Administrator with data from Harbor Business Partners, LLC (Harbor) with which Nissan has contracted to review the entire un-remedied recall population and determine each

vehicle's in/out of service status. This will allow the Settlement Special Administrator to more accurately identify those vehicles still in active service and will enable the Settlement Special Administrator to focus the Outreach Program on those vehicles that are potentially still in service, as opposed vehicles that are no longer on the road.

C. Rental Car/Loaner Program

1. Pursuant to the Rental Car/Loaner Program, Nissan shall provide a rental/loaner vehicle to a Class Member who currently owns or leases a Subject Vehicle that is a Priority Group I vehicle, as specified by the Coordinated Remedy Order, provided that the Class Member (a) contacts a Nissan Dealer and requests replacement of the Takata airbag inflator with the Recall Remedy, (b) the Nissan Dealer informs the Class Member that it does not have the Recall Remedy parts in stock and (c) the Class Member requests a rental/loaner vehicle. The Class Member shall provide adequate proof of insurance, and if a rental car (as opposed to a loaner) is provided, the Class Member shall meet the applicable rental car company's guidelines. If, after 30 days following the Class Member's request, the Nissan Dealer is unable to obtain the necessary Recall Remedy parts, a rental/loaner vehicle shall be made available to the Class Member, until a Recall Remedy is performed on the Class Member's Subject Vehicle, at which time the rental/loaner vehicle must be returned to the Nissan Dealer in the same condition (excepting ordinary wear and tear) as received by the Class Member. The Class Member shall promptly bring his or her Subject Vehicle to the Nissan Dealer, and return any rental/loaner vehicle, upon the Nissan Dealer's notification that the recall remedy is ready to be performed. Nissan's obligation to pay rental costs or provide a loaner under this paragraph shall cease 14 calendar days after the Class Member is notified that the Recall Remedy is available for the

Class Member's vehicle.

2. Nissan shall begin the Rental Car/Loaner Program no later than 30 calendar days following issuance of the Preliminary Approval Order.

3. Nissan shall receive a credit of 10% ($9,767,914) of the overall Settlement Fund for providing the Rental Car/Loaner Program. This credit shall be: (a) automatically applied to 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, Nissan shall certify to the Settlement Special Administrator that Nissan is complying with the 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 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 Nissan Dealer; (ii) reasonable towing charges to a Nissan Dealer for completion of the Recall Remedy; (iii) reasonable childcare expenses necessarily incurred during the time in which the Recall Remedy is being performed on the Subject Vehicle by a Nissan 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 his/her Subject Vehicle to/from a Nissan 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 vehicle damage, property damage or personal injury allegedly from the deployment or non-deployment of a Takata airbag.

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. 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. 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. 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. 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. 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. (a) Every Class Member who had the Recall Remedy performed on a Subject Vehicle as of the Effective Date, (b) every Class Member who, after April 11, 2013 and before the date of the issuance of the Preliminary Approval Order, sold or returned, pursuant to a lease, a Subject Vehicle that was recalled under the Takata Airbag Inflator Recall prior to the Preliminary Approval Order, and (c) every Class Member who brings a Subject Vehicle to a Nissan Dealer to have the Recall Remedy performed after the Effective Date shall be eligible to submit a Claim during the Claim Period 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 Nissan Dealers the Registration/Claim Forms and Nissan shall advise and request Nissan Dealers to provide the Registration/Claim Forms to Class Members at the time they bring their Subject Vehicle to the dealership for the Recall Remedy. Registration/Claim Forms can be completed and submitted online through a link on the Settlement website or on hardcopy 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 an order finally approving the settlement, as part of the compensation Nissan is paying in exchange for a Release of claims against it in the Action, Nissan shall provide Class Members a Customer Support Program, which will provide prospective coverage for repairs and adjustments (including parts and labor) needed to correct defects, if any, in materials or workmanship of (i) the Takata PSAN inflators contained in the driver or passenger front airbag modules of Subject Vehicles or (ii) 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 Nissan to coordinate with its 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 calendar 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 Nissan will provide coverage under the Customer Support Program.

2. 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 ("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.

3. 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.

4. If the Subject Vehicle contains a desiccated Takata PSAN inflator in the driver or passenger front airbag as original equipment that has not been recalled 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 of First Use, or 150,000 miles measured from the Date

of First Use, whichever comes first. However, each eligible Subject Vehicle will receive no less than two years of coverage from the date of the issuance of the Court's Preliminary Approval Order.

5. In the event desiccated Takata PSAN inflators in the driver or passenger front airbag modules in any of the Subject Vehicles are recalled in the future, then the Customer Support Program will last for 10 years measured from the date such future Recall Remedy is performed on the Subject Vehicle, or 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 or two years measured from the date the future Recall Remedy is performed on the Subject Vehicle, whichever is later.

6. 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.

B. Publication Notice

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

C. 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 and/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, research such returned mail for better addresses and promptly mail copies of the applicable notice to any better addresses so found. The Direct Mailed Notice shall also be available on the Settlement website.

E. Long Form Notice

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

1. General Terms: The Long Form Notice shall contain a plain and concise description of the nature of the Actions, the history of the litigation 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 may 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 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.

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 Nissan's Counsel; (j) establishing a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Actions and the Settlement; (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 21 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") or FTC rules and requirements of the Telemarketing Sales Rule and Do Not Call rules. 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 and FTC rules 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. Nissan's Counsel shall provide to the Settlement Notice Administrator, within 20 days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending economic-loss litigation against Nissan 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 Nissan's Counsel. If a potential Class Member files a request for exclusion, he or she may not file an objection under Section VI.

B. Any potential Class Member who does not file a timely written request for exclusion as provided in this section shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Order and Final Judgment in the Actions, even if he or she has litigation pending or subsequently initiates litigation against Nissan or the Released Parties asserting the claims released in Section VII of the Agreement.

VI. OBJECTIONS TO SETTLEMENT

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

objector's full name, telephone number, and address (the objector's actual residential address must be included); (c) an explanation of the basis upon which the objector claims to be a Class Member, including 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.

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 Nissan's Counsel, and file said 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 and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Order and the Final Judgment in the Actions. The exclusive means for any challenge to this Settlement shall be through the provisions of this section. 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 and other requirements herein.

VII. RELEASE AND WAIVER

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

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, predecessors and successors, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses and damages and relief of any kind and/or type regarding the subject matter of the Actions, including, but not limited to, compensatory, exemplary, statutory, punitive, restitutionary, expert and/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, 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, and/or in any way involving 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 Economic Loss Class Action Complaint, Amended Economic Loss Consolidated Class Action Complaint, the Second Amended Consolidated Class Action Complaint, the Third 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 personal injury, wrongful death or actual physical property damage 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 and/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 and/or the Release herein. Nevertheless, it is the intention of Settlement Class Counsel and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, acquit and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, their underlying subject matter, and the Subject Vehicles, except as otherwise stated in this Agreement.

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

K. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements 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, the Parties agree that any and all outstanding pleadings, discovery, deadlines and other pretrial requirements are hereby stayed and suspended as to Nissan. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Order, the Parties expressly waive any and all such pretrial requirements as to Nissan.

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

O. 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. Plaintiffs 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 Nissan 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 from

the Settlement Fund, and is the sole compensation paid by Nissan for all plaintiffs' counsel in the Actions, and shall be paid in accordance with Section III.A.2.c.

B. Any order or proceedings 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.

C. 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 Effective Date.

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

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 Nissan 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 to obtain from the Court a Final Order and Final Judgment in the forms consistent with Exhibits 5 and 4, respectively. The Final Order and Final Judgment shall, among other things:

1. Find that the Court has personal jurisdiction over all 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 Nissan 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;

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 Nissan 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, by a signed writing served on the other Parties no later than 20 days after receiving notice of the event prompting the termination. The Parties will be returned to their positions *status quo ante*.

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

C. If an option to withdraw from and terminate this Agreement arises under Section X.B above, neither Nissan 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 herein;

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

3. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Nissan, 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. Nissan and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, arguments in support of, and substantive and procedural rights as to all defenses to the causes of action or remedies that have been sought or might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability or damages;

6. Neither this Agreement, nor 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 Nissan 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 Nissan within 14 calendar days of termination of the Agreement.

XI. GENERAL MATTERS AND RESERVATIONS

A. Nissan has denied and continues to deny each and all of the claims and contentions alleged in the Actions, and has denied and continues to deny that it has committed any violation of law or engaged in any wrongful act or omission that was alleged, or that could have been alleged, in the Actions. Nissan believes that it has valid and complete defenses to the claims 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, Nissan denies that it committed any wrongdoing with respect to the issues that are the subject of the Takata Airbag Inflator Recalls. Nonetheless, Nissan has concluded that it is desirable and in the interest of its customers that the Actions be fully and finally settled in the matter upon the terms and conditions set forth in this Agreement.

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

1. Entry by the Court of a final order and final judgment identical to, or with

the same material terms as, the Final Order and Final Judgment approving the Settlement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and

2. Any other conditions stated in this Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent Nissan from disclosing such information, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers or attorneys, or as otherwise required by law. Nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure 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 achieved, and that it is to be returned if a Settlement is not concluded; provided, however, that nothing contained herein shall prohibit Plaintiffs from seeking such information through formal discovery if

appropriate and not previously requested through formal discovery or from referring to the existence of such information in connection with the Settlement of the Actions.

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

F. Within 90 days after the Effective Date (unless the time is extended by agreement of the Parties), all "Confidential" and "Highly Confidential" documents and materials (and all copies of such documents in whatever form made or maintained, including documents referring to such documents) produced during the settlement process by Nissan or Nissan's Counsel to Settlement Class Counsel shall be returned to Nissan's Counsel. Alternatively, Settlement Class Counsel shall certify to Nissan's Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained including documents referring to such documents) produced by Nissan or Nissan's Counsel have been destroyed, provided, however, that this section shall not apply to any documents made part of the record in connection with a Claim, nor to any documents made part of a Court filing, nor to Settlement Class Counsel's work product (as to which the confidentiality provisions above shall continue to apply). Six months after the 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 Nissan, Nissan'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. Nissan's execution of this Agreement shall not be construed to release – and Nissan expressly does not intend to release – any claim Nissan may have or make against any insurer or other party for any cost or expense incurred in connection with this Action and/or Settlement, including, without limitation, for attorneys' fees and costs.

H. Settlement Class Counsel represent that: (1) they are authorized by the 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 TACCAC, 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 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. Nissan represents and warrants that the individuals executing this Agreement are authorized to enter into this Agreement on the behalf of Nissan.

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

understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Agreement. Each Party represents that he or she is not relying on any representation or matter not included in this Agreement.

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

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

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

1. If to Nissan, then to:

E. Paul Cauley, Jr.
Drink Biddle & Reath LLP
1717 Main St., Ste. 5400
Dallas, Texas 75201-7367
Tel: (469) 357-2500
Email: paul.cauley@dbr.com

2. If to Plaintiffs, then to:

Peter Prieto
Podhurst Orseck, P.A.
Suntrust International Center
One S.E. 3rd Avenue, Suite 2700
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, "Federal Holiday" includes New Year's Day, Birthday of Martin Luther King, Jr., Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot's Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States or the Clerk of the United States District Court for the Southern District of Florida.

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

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

S. The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Actions, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, 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 Nissan contained in the SACCAC were made in good faith, but consider it desirable for the Actions to be settled and dismissed as to Nissan because of the substantial benefits that the Settlement will provide to Class Members.

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

V. The waiver by one Party of any breach of this Agreement by another Party shall

not be deemed a waiver of any prior or subsequent breach of this Agreement.

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

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

Y. This Agreement may be signed with a facsimile 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 Nissan, 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: 8/7/17

Peter Prieto
PODHURST ORSECK, P.A.
Suntrust International Center
One S.E. 3rd Avenue, Suite 2700
Miami, Florida 33131
Tel: (305) 358-2800
Email: pprieto@podhurst.com
Chair Lead Counsel

BY: _____ Dated: _____

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

BY: _____ Dated: 8/4/17

Todd A. Smith
POWER, ROGERS AND SMITH, L.L.P.
70 West Madison Street, Suite 5500
Chicago, IL 60602
Tel: (312) 313-0202
Email: tas@prslaw.com
Co-Lead Counsel for the Economic Loss Track

On Behalf of Plaintiff Class:

BY:_____ Dated:_____

Peter Prieto
PODHURST ORSECK, P.A.
Suntrust International Center
One S.E. 3rd Avenue, Suite 2700
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Email: pprieto@podhurst.com
Chair Lead Counsel

BY: David Boies SB Dated: 8/7/17

David Boies
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575 Lexington Avenue
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Email: dboies@bsfllp.com
Co-Lead Counsel for the Economic Loss Track

BY:_____ Dated:_____

Todd A. Smith
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70 West Madison Street, Suite 5500
Chicago, IL 60602
Tel: (312) 313-0202
Email: tas@prslaw.com
Co-Lead Counsel for the Economic Loss Track

BY: CBM Dated: 8-4-2017

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

BY:_____ Dated:_____

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

BY:_____ Dated:_____

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

BY:_____ Dated:_____

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

BY:_____ Dated:_____

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

BY:_____ Dated: 8/4/17

Roland Tellis
BARON & BUDD
15910 Ventura Blvd #1600
Encino, CA 91436
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Plaintiffs' Steering Committee

BY:_____ Dated:_____

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BY:_____ Dated:_____

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BY:_____ Dated:_____

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BY: [signature] Dated: 08-04-2017

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BY:_____ Dated: August 5, 2017

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Plaintiffs' Steering Committee

On Behalf of Nissan:

BY: Scott E. Becker Dated: 8/4/17

Scott Becker
Senior Vice President, Administration
Nissan North America, Inc.

BY: E. P. Dated: 8/4/17

E. Paul Cauley, Jr.
Drink Biddle & Reath LLP
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EXHIBIT 1

EXHIBIT 1 – List of Actions Against Nissan Transferred to MDL 2599

Case No.	Nissan Plaintiff(s)	Filed In
8:14-CV-2958	Michael Karolak	Middle District of Florida (Tampa Division) [Considine]
3:14-cv-1427	None named	Middle District of Florida (Jacksonville Division) [Day]
15-cv-0011	None named	Southern District of Illinois [Gori]
2:14-cv-04433	Richard Howells	South Carolina (Charleston Division) [Horton]
15-cv-00153	None named	Western District of Pennsylvania [McFarland]
15-cv-00092	None named	Northern District of Alabama, Southern District [Martin]
3:14-cv-01421	None named	Middle District of Florida [Rickert]
1:14-cv-24182	Michael Sanchez	Southern District of Florida, (Miami Division) [Sanchez]
2:14-cv-08324	Coleman Haklar	Central District of California (Western Division) [Takeda]
2:14-cv-02407	None identified	Northern District of Alabama [Tanner]
0:14-cv-62669	Kathy Liberal	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]

Important Legal Notice from the United States District Court for the Southern District of Florida. This is a notice of a class action settlement. **If you have received a separate recall notice for your Nissan or Infiniti vehicle and have not yet had your Takata airbags repaired, you should do so as soon as possible.** Some vehicles will be recalled for repair at a later date and some vehicles may not be recalled (refer to NHTSA website safecar.gov for the schedule and vehicles involved.) Please call the toll free number or access the website noted below if you have any questions. **When recalled Takata airbags deploy, they may spray metal debris toward vehicle occupants and may cause serious injury.**

Back:

Current and former owners and lessees of certain Nissan or Infiniti 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 $97,679,141 million Settlement has been reached in a class action lawsuit alleging that Nissan North America, Inc. and Nissan Motor Co., Ltd. (collectively, "Nissan") manufactured and sold vehicles that contained allegedly defective airbags made by Takata Corporation and its affiliates ("Takata"). Nissan denies the allegations in the lawsuit, and the Court has not decided who is right. The $97,679,141 Settlement Amount, less a 10% credit for the Rental Car/Loaner Program, will be funded over a period of 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? The Settlement offers potential payments and other benefits to current and former owners and lessees of certain Nissan and Infiniti 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 or property damage to any property other than the Subject Vehicles.

What Are the Settlement Terms? The Settlement offers several benefits, including an Outreach Program to maximize completion of the recall remedy, reimbursement of reasonable out-of-pocket expenses related to the Takata airbag recall, a Rental Car/Loaner Program for owners or lessees of certain Subject Vehicles, additional payments to Class Members from residual Settlement funds, if any remain, up to a maximum of $500, and a Customer Support Program to help with repairs associated with affected Takata airbag replacement 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. 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, 2017**. If you do not exclude yourself, you will release any claims you may have against Nissan and the Released Parties and 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, 2017**. 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, 2017** to consider whether to finally approve the Settlement and a request for attorneys' fees of up to 30% of the Settlement Amount and awards of $5,000 to each of the Class Representatives. 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]

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[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-and-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 NISSAN DEFENDANTS

[PROPOSED] FINAL JUDGMENT

IT IS on this _____ day of _____ 2017, 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 Plaintiffs' economic loss claims asserted against Nissan 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 _____ 2017.

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-and-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 NISSAN DEFENDANTS

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

WHEREAS, the Court, having considered the Settlement Agreement filed on August 8, 2017 (the "Settlement Agreement") between and among Class Representatives, through Settlement Class Counsel, and Defendants Nissan Motor Company, Ltd., and Nissan North America, Inc. (collectively "Nissan"), the Court's _____, 2017 Order Granting Preliminary Approval of the Class Settlement, Directing Notice to the Class, and Scheduling Fairness Hearing (Dkt. No. ____) (the "Preliminary Approval Order"), having held a Fairness Hearing on _____, 2017, and having considered all of the submissions and arguments with respect to the Settlement Agreement, and otherwise being fully informed, and good cause appearing therefore (all capitalized terms as defined in the Settlement Agreement);

IT IS HEREBY ORDERED AS FOLLOWS:

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

2. The Court has personal jurisdiction over all parties in the Action, including, but not limited to all Class Members, and has subject matter jurisdiction over the Action, including without limitation, jurisdiction to approve the Settlement Agreement, grant final certification of the Class, to settle and release all claims released in the Settlement Agreement, and to dismiss the economic loss claims asserted against Nissan in the Actions with prejudice and enter final judgment with respect to Nissan in the Actions. Further, venue is proper in this Court.

I THE SETTLEMENT CLASS

3. Based on the record before the Court, including all submissions in support of the settlement 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 April 11, 2013 and through the date of the issuance of the Preliminary Approval Order. Excluded from this Class are: (a) Nissan, its officers, directors, agents, representatives, employees and outside counsel; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; and Nissan's Dealers and their officers and directors; (b) Settlement Class Counsel, Plaintiffs' counsel, and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case and 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 4.4 million members located throughout the United States and satisfies the numerosity requirement of FED. R. CIV. P. 23(a)(1). Joinder of these widely dispersed, numerous Class Members into one suit would be impracticable.

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

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

d. *Adequate Representation*. 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*. 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: Agaron Tavitian, Enefiok Anwana, Harold Caraviello, David Brown, Errol Jacobsen, Julean Williams, Robert Barto, and Kathy Liberal. 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 Power, Rogers and Smith, L.L.P., Roland Tellis of Baron & Budd, P.C., James E. Cecchi of Carella, Byrne, Cecchi, Olstein, Brody, & Agnello, PC, 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 Nissan, through the Settlement Notice Administrator, provided notice of the settlement to the appropriate state and federal government officials pursuant to 28 U.S.C. §1715. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety (90) day time period to comment or object to the Settlement Agreement before entering its Final Order and Final Judgment.

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 includes, but is not limited to: (a) direct contact of Class Members via U.S. mail, landline and cellular telephone calls, social media, email and text message; (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. 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 Nissan 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 Nissan, 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; (b) the complexity, expense, uncertainty and likely duration of litigation in the Action favor settlement on behalf of the Class; (c) the Settlement Agreement

provides meaningful benefits to the Class; and (d) 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 Nissan in the Action are hereby dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement.

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, predecessors and successors, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties (as that term is defined in the Settlement Agreement) from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses and damages and relief of any kind and/or type regarding the subject matter of the Actions, including, but not limited to, compensatory, exemplary, statutory, punitive, restitutionary, expert and/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, 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, and/or in any way involving 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 Economic Loss Class Action Complaint, Amended Economic Loss 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 personal injury, wrongful death or actual physical property damage 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 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 the claims and causes of action in the complaint in the Action, or the facts and circumstances relating thereto or the release in the Settlement Agreement. Pursuant to 28 U.S.C. §§1651(a) and 2283, the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the settlement as set forth in the Settlement Agreement, and the Action.

VI OTHER PROVISIONS

26. 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.

27. 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.

28. 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.

29. 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.

30. Neither this Final Order Approving Class Action Settlement nor the accompanying Final Judgment (nor any document related to the Settlement Agreement) is or shall be construed as an admission by the Parties. Neither the Settlement Agreement (or its exhibits), this Final Order Approving Class Action Settlement, the accompanying Final Judgment, or any document related to the Settlement Agreement shall be offered in any

proceeding as evidence against any of the Parties of any fact or legal claim; provided, however, that Nissan and the Released Parties may file any and all such documents in support of any defense that the Settlement Agreement, this Final Order Approving Class Action Settlement, the accompanying Final Judgment and any other related document is binding on and shall have res judicata, collateral estoppel, and/or preclusive effect in any pending or future lawsuit by any person or entity who is subject to the release described above in Paragraph 19 asserting a released claim against any of the Released Parties.

31. 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 _____ 2017.

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 Nissan or Infiniti Vehicles, You Could Get a Cash Payment and Other Benefits from a Class Action Settlement.

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

- There is a proposed settlement in a class action lawsuit against Takata Corporation, its affiliates, and those automotive companies to whom Takata supplied certain airbag products. The settlement resolves certain claims against Nissan entities, including, but not limited to, Nissan North America, Inc. and Nissan Motor Co., Ltd. (collectively, "Nissan") that were based on the inclusion of those Takata airbag products in certain Nissan and Infiniti 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 Nissan or Infiniti vehicles (which are listed in Question 3 below).
- The proposed settlement provides for several benefits, including, among other things, a Rental Car/Loaner Program, Out-of-Pocket Claims Process, Customer Support Program, and Residual Distribution. There is also an Outreach Program which encourages Nissan and Infiniti customers to participate in a recall of Takata airbag inflators.

If you have received a separate recall notice for your Nissan or Infiniti 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.

A. BASIC INFORMATION

1. What is this Notice about?

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about all of your options and associated deadlines before the Court decides whether to give final approval to the settlement.

The name of the lawsuit is *In Re: Takata Airbag Product Liability Litigation*, No. 15-MD-2599-FAM. Takata and several automotive companies have been named

as defendants in the litigation, including Nissan. 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 Nissan or Infiniti Dealers regarding the details of this settlement while it is pending before the Court.

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

YOUR RIGHTS AND CHOICES

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, after April 11, 2013 and before [date of the issuance of the Preliminary Approval Order], sold or returned, pursuant to a lease, a Subject Vehicle that was recalled under the Takata Airbag Inflator Recall 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.***

OBTAIN OTHER SETTLEMENT BENEFITS	If you are a Class Member, you may also be eligible to participate in the Rental Car/Loaner Program and/or receive benefits from the Customer Support Program. As part of the Rental Car/Loaner Program, Nissan shall, subject to certain restrictions, provide a rental/loaner vehicle to Class Members who currently own or lease a Subject Vehicle that is a Priority Group I vehicle which are vehicles registered in certain geographic areas and require the Takata airbag inflator recall on a priority basis. Nissan 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 and their replacements installed 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 Nissan 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 Nissan about the issues in the lawsuit.	

2. What is the lawsuit about?

The lawsuit alleges that certain automotive companies, including Nissan, manufactured, distributed, or sold certain vehicles containing allegedly defective

Takata airbag inflators manufactured by Defendants Takata Corporation and TK Holdings, Inc. 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**]. Nissan 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 28, 2014, David Takeda, Teresa Lemke, William Dougherty, Coleman Haklar, and Susan Mattrass filed a class action complaint in *David Takeda, et al. v. Takata Corp., et al.*, No. 2:14-cv-08324 (C.D. Cal.) (the "Economic Loss Class Action Complaint").The Judicial Panel on Multidistrict Litigation subsequently consolidated the *David Takeda, 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), 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 Power Rogers & Smith, PC, as Co-Lead Counsel in the Economic Loss track; Curtis Miner of Colson Hicks Eidson as Lead Counsel for the Personal Injury track; and Roland Tellis of Baron & Budd P.C., James Cecchi of Carella Byrne Cecchi Olstein P.C., and Elizabeth Cabraser of Lieff, Cabraser, Heimann & Bernstein, LLP as Plaintiffs' Steering Committee members.

Plaintiffs filed an Amended Consolidated Class Action Complaint on April 30, 2015. On June 15, 2015, Plaintiffs filed a Second Amended Consolidated Class Action Complaint, which was the operative pleading for Plaintiffs' economic loss claims as of the date of the Settlement.

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 to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the OEMs through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the OEMs would not have otherwise purchased as they were." On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of wire fraud before U.S. District Judge George Caram Steeh, as part of a settlement with the U.S. Department of Justice. *See U.S. v. Takata Corporation*, No. 2:16-cr-20810 GCS EAS, Dkt. No. 23 (E.D. Mich. Feb. 27, 2017).

Written discovery and extensive document productions have taken place (more than a million documents have been produced), the Automotive Defendants have deposed more than 70 class representatives, and Plaintiffs have deposed at least 13 Takata witnesses and 35 witnesses from the Automotive Defendants. Depositions of individual employees of certain Automotive Defendants continue to be taken.

3. What vehicles are included in the settlement?

The following Nissan and Infiniti 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	Model
2001 - 2003	Nissan Maxima
2002 - 2004	Nissan Pathfinder
2001 - 2004	Infiniti I30/I35
2002 - 2006	Nissan Sentra
2002 - 2003	Infiniti QX4
2003 - 2008	Infiniti FX35/45
2006 - 2010	Infiniti M35/45
2007 - 2017	Nissan Versa Sedan
2007 - 2012	Nissan Versa Hatchback
2009 – 2017	Infiniti QX56/QX80
2012 - 2017	Nissan Altima
2012 - 2017	Nissan Versa Note

2013 - 2017	Nissan NV 200
2013 - 2017	Nissan NYTaxi
2008 - 2018	Nissan 370Z / 370Z Roadster
2009– 2014	Nissan Cube
2010 - 2017	Nissan NV
2012 - 2017	Nissan Armada
2012 - 2017	Nissan Titan
2014 – 2017.5	Nissan Rogue
2016 - 2017	Nissan Maxima
2017-2018	Infiniti QX30

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 Nissan and the Released Parties from liability. The settlement does not mean that Nissan 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 April 11, 2013 and through the date of the issuance of the Preliminary Approval Order.

This is called the "Class." Excluded from this Class are: (a) Nissan, 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 Nissan'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 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 Nissan or Infiniti 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) 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 Nissan fund the settlement and all of its components?

As part of this settlement, Nissan agrees to pay a total of $97,679,141.00 less the 10% 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 Service 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, as awarded by the Court.

Initial Payment: Nissan 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. $11,721,497 (12% of the total Settlement Fund), which is intended to be sufficient to pay for the first 12 months of the Outreach Program; and

ii. $750,000, which is intended to be sufficient to pay for the first 12 months of the Settlement Special Administrator's costs and administrative costs.

Second Payment: Nissan will pay into the QSF the amount sufficient to pay for notice costs, as directed by the Settlement Special Administrator, not later than 21

calendar 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 and Final Judgment finally approving the settlement, Nissan will deposit into the QSF the amount of attorneys' fees and expenses awarded by the Court.

Year One Payment: Nissan will deposit into the QSF, not later than 14 calendar days after the Effective Date, 30% of the amount remaining of the $97,679,141, after subtracting the Initial Payment, the Second Payment, and the Third Payment, and further reduced by the applicable portion of the 10% Rental Car/Loaner Program Credit.

Year Two Payment: Nissan will deposit into the QSF, not later than one year after the Effective Date, 30% of the amount remaining of the $97,679,141, after subtracting the Initial Payment, the Second Payment, and the Third Payment, and further reduced by the applicable portion of the 10% Rental Car/Loaner Program Credit set forth above.

Year Three Payment: Nissan will deposit into the QSF, not later than two years after the Effective Date, 20% of the amount remaining of the $97,679,141, after subtracting the Initial Payment, the Second Payment, and the Third Payment, and further reduced by the applicable portion of the 10% Rental Car/Loaner Program Credit set forth above.

Year Four Payment: Nissan will deposit into the QSF, not later than three years after the Effective Date, the full amount remaining of the $97,679,141, after subtracting the amounts above and further reduced by the applicable portion of the 10% Rental Car/Loaner Program Credit set forth above.

b. **Rental Car/ Loaner Program**

If the settlement is preliminarily approved, and subject to certain conditions, Nissan shall provide a rental/loaner vehicle to a Class Member who currently owns or leases a Subject Vehicle that is a Priority Group I vehicle, as specified by the Coordinated Remedy Order which was issued by the National Highway Traffic Safety Administration ("NHTSA") and is available for your review on the settlement website [www.-----].

To be eligible for the Rental Car/Loaner Program, the Class Member must contact a Nissan or Infiniti Dealer and request replacement of the Takata airbag inflator

with the Recall Remedy. If the Nissan or Infiniti Dealer informs the Class Member that it does not have the Recall Remedy parts in stock, the Class Member must request a rental/loaner vehicle. The Class Member shall provide adequate proof of insurance, and if a rental car (as opposed to a loaner) is provided, the Class Member shall meet the applicable rental car company's guidelines. If, after 30 days following the Class Member's request, the Nissan or Infiniti Dealer is unable to obtain the necessary Recall Remedy parts, a rental/loaner vehicle will be made available to the Class Member, until a Recall Remedy is performed on the Class Member's Subject Vehicle, at which time the rental/loaner vehicle must be returned to the Nissan or Infiniti Dealer in the same condition (excepting ordinary wear and tear) as received by the Class Member. The Class Member shall promptly bring his or her Subject Vehicle to the Nissan or Infiniti Dealer, and return any rental/loaner vehicle, upon the Nissan or Infiniti Dealer's notification that the recall remedy is ready to be performed. Nissan's obligation to pay rental/loaner costs under this paragraph shall cease fourteen (14) calendar days after the Class Member is notified that the Recall Remedy is available for the Class Member's vehicle.

Nissan shall begin the Rental Car/Loaner Program no later than 30 calendar days following issuance of the Preliminary Approval Order.

Nissan shall receive a credit of 10% ($9,767,914.10) of the overall Settlement Fund for providing the 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, Nissan shall certify to the Settlement Special Administrator that Nissan is complying with the 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: Nissan 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 expenses may be reimbursed:

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

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

(iii) reasonable childcare expenses necessarily incurred during the time in which the Recall Remedy is being performed on the Subject Vehicle by a Nissan or Infiniti 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 his/her Subject Vehicle to/from a Nissan or Infiniti 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 vehicle damage, property 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; and (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 cannot 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 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.

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 Nissan is paying in exchange for a release of claims against it in the Action, Nissan 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 defects, if any, in materials or workmanship of (i) the Takata PSAN inflators contained in the driver or passenger front airbag modules of Subject Vehicles or (ii) 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 Nissan to coordinate with its 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 calendar 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 Nissan will provide coverage under the Customer Support Program.

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 ("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 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.

If the Subject Vehicle contains a desiccated Takata PSAN inflator in the driver or passenger front airbag modules as original equipment that has not been recalled 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 of First Use, or 150,000 miles measured from the Date of First Use, whichever comes first. However, each eligible Subject Vehicle will receive no less than two years of coverage from the date of the issuance of the Court's Preliminary Approval Order.

In the event desiccated Takata PSAN inflators in the driver or passenger front airbag modules in any of the Subject Vehicles are recalled in the future, then the Customer Support Program will last for 10 years measured from the date such future Recall Remedy is performed on the Subject Vehicle or 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 or two years measured from the date the future Recall Remedy is performed on the Subject Vehicle, 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, after April 11, 2013 and before [the date of the issuance of the Preliminary Approval Order], sold or returned, pursuant to a lease, a Subject Vehicle that was recalled under the Takata Airbag Inflator Recall prior to [the Preliminary Approval Order date], 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 this goal. The Outreach Program shall be designed to significantly increase Recall Remedy completion rates via traditional and non-traditional outreach efforts beyond those currently being used by Nissan 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 Fund, but the budget of the Outreach Program may be adjusted subject to the agreement of the Parties, through their respective counsel. 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 and the Independent Monitor for Takata and consider compliance with the Coordinated Remedy Program before finalizing the Outreach Program. Updates to the Outreach Program will be posted on the Settlement website.

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, and text message; (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 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 Nissan 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.

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

If the settlement becomes final, Class Members who do not exclude themselves from the Class will release Nissan and the Released Parties from liability and will not be able to sue the Released Parties about the issues in the lawsuit. The Settlement Agreement at Section VII describes the released claims in necessary legal terminology, so read it carefully. For ease of reference, 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 15 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 Nissan or the Released Parties over the legal issues in the lawsuit, then you must take steps to exclude yourself from this settlement. This is also known as "opting out" of the Class.

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

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

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

Unless you exclude yourself, you give up the right to sue the Released Parties for the claims resolved by this settlement. If the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against the Released Parties about the issues in the lawsuit, as set forth in the full release attached in 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 Vehicle Identification Number (VIN); and (iii) a statement that you wish to be excluded from the Nissan Settlement in the *In re Takata Airbag Products Liability Litigation, 15-md-02599-FAM*. You can't ask to be excluded over the phone or at the settlement website. To be valid and timely, opt-out requests must be postmarked on or before [**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, L.L.P. and Todd A. Smith of Power, Rogers & Smith, L.L.P. are Co-Lead Counsel for the economic damages track. Roland Tellis of Baron & Budd P.C., James Cecchi of Carella Byrne Cecchi Olstein P.C., and Elizabeth Cabraser of 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.
SunTrust International Center
One S.E. 3rd Avenue, Suite 2700
Miami, Florida 33131
Tel: (305) 358-2800
Email: pprieto@podhurst.com
URL: www.podhurst.com

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

Chair Lead Counsel

Todd A. Smith
POWER, ROGERS AND
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70 West Madison St., Suite 5500
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Co-Lead Counsel for the
Economic Loss Track

Co-Lead Counsel for the Economic Loss Track

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Plaintiffs' Steering Committee

James E. Cecchi
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Plaintiffs' Steering Committee

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

14. 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 Nissan 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 Nissan for all plaintiffs' counsel in the Actions.

Any order or proceedings 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 Effective Date.

Nissan shall not be liable for, or obligated to pay, any attorneys' fees, expenses, costs, or disbursements, either directly or indirectly, in connection with the Actions or the Agreement, other than as set forth 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 Nissan'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 Nissan 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 Vehicle Identification Number ("VIN") of the objector's Subject Vehicle(s);

d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;

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

f) if represented by counsel, the full name, telephone number, and address of all counsel, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;

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

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

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

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

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

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

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

The objection must be received by Settlement Class Counsel and Nissan's Counsel no later than [**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 Wilkie D. Ferguson, Jr. U.S. Courthouse 400 North Miami Avenue Miami, FL 33128	Settlement Class Counsel Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3rd Ave, Suite 2700 Miami, FL 33131	Nissan's Counsel E. Paul Cauley, Jr. DRINKER BIDDLE & REATH LLP 1717 Main Street Suite 5400 Dallas, TX 75201

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 Nissan'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 Nissan or Nissan or Infiniti 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 Order and 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, predecessors and successors, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties[1] from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses and damages and relief of any kind and/or type regarding the subject matter of the Actions, including, but not limited to, compensatory, exemplary, statutory, punitive, restitutionary, expert and/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, 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, and/or in any way involving 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 Economic Loss Class Action Complaint, Amended Economic Loss Consolidated Class Action Complaint, the Second 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 personal injury, wrongful death or actual physical property damage 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.

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[1] Released Parties" or "Released Party" means Nissan North America, Inc. and Nissan Motor Co., Ltd., and each and all of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers (including the Nissan Dealers) representatives, suppliers, vendors, contractors, advertisers, marketers, service providers, distributors and subdistributors, repairers, agents, attorneys, insurers, administrators, advisors, and any other person, company, or entity in the chain of distribution of a Class Vehicle or component of such vehicle. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

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

I. 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 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 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 Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves

claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

K. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements 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 Nissan. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements as to Nissan.

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

O. 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-and-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 NISSAN DEFENDANTS

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

The Parties to the above-captioned economic loss actions currently pending against Nissan Motor Company, Ltd., and Nissan North America, Inc. (collectively, "Nissan") as part of this multidistrict litigation have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the "Settlement"). The Parties reached the Settlement through arm's-length negotiations over several months. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Plaintiffs and the proposed Class would fully, finally, and forever resolve, discharge, and release their economic loss claims against the Released Parties in exchange for Nissan's total payment of $97,679,141.00, less a 10% credit for the Rental Car/Loaner Program, to create a common fund to 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 Nissan's agreement to implement a Customer Support Program and Rental Car/Loaner Program, as set forth in the Settlement.[1]

The Settlement has been filed with the Court, and Plaintiffs have filed an Unopposed Motion for Preliminary Approval of Class Settlement with Nissan, and for Preliminary

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

Certification of the Class (the "Motion"), for settlement purposes only. Upon considering the Motion and exhibits thereto, the Settlement, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and Parties to these proceedings; (2) the proposed Class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure[2] 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 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.

[2] All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

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

1. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.

2. Venue is proper in this District.

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

3. It is well established that "[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue." *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006) (internal quotation marks 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.*; *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

4. 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 and 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, who sold or returned, pursuant to a lease, the Subject Vehicles after April 11, 2013 and through the date of the issuance of the Preliminary Approval Order. Excluded from this Class are: (a) Nissan, its officers, directors, employees and outside counsel; its affiliates and affiliates' officers, directors, agents, representatives, and employees; its distributors and distributors' officers, directors and employees; and Nissan'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 and 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.

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

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

(a) Numerosity: In the Action, more than 4.2 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 Trans.*, 789 F.2d 859, 878 (11th Cir. 1986) (numerosity satisfied where plaintiffs identified at least 31 class members "from a wide geographical area").

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

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

(d) Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed class representatives have interests antagonistic to the Class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant*, 202 F.R.D. at 314. Rule 23(a)(4) is satisfied here because there are no conflicts of interest between the 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 Employees Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

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

7. The Court appoints the following persons as class representatives: Agaron Tavitian, Enefiok Anwana, Harold Caraviello, David Brown, Errol Jacobsen, Julean Williams, Robert Barto, and Kathy Liberal.

8. 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 2700
Miami, Florida 33131
Tel: (305) 358-2800
Email: pprieto@podhurst.com
Lead Settlement Class Counsel

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

Todd A. Smith
POWER, ROGERS AND SMITH, L.L.P.
70 West Madison Street, Suite 5500
Chicago, IL 60602
Tel: (312) 313-0202
Email: tas@prslaw.com
Settlement Class Counsel

Roland Tellis
BARON & BUDD
15910 Ventura Blvd #1600
Encino, CA 91436
Tel: (818) 839-2333
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Settlement Class Counsel

James E. Cecchi
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC
5 Becker Farm Road
Roseland, NJ 07068
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Settlement Class Counsel

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Settlement Class Counsel

Preliminary Approval of the Settlement

9. 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 § 11.26 (4th ed. 2010). "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.") (internal quotation marks omitted).

10. 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

11. 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.

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

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

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

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

16. 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.

17. The Parties' Settlement includes an Outreach Program by which a Settlement Special Administrator will take 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 includes, but is not limited to: (a) direct contact of Class Members via U.S. mail, landline and cellular telephone calls, social media, email and text message; (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. 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

18. 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.

19. Under the "relation back" rule provided under Section 1.468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that Nissan 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 18(b) and 18(c) of this Order or January 1 of the calendar year in which all of the requirements of Paragraph 18 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

20. The Court directs that a Fairness Hearing shall be scheduled for [_____] at _____ [a.m. or p.m.] [subject to the Court's availability, the parties recommend a date no earlier than the week of January 22, 2018], 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.

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

22. The Court directs that any person or entity within the Class definition who wishes to be excluded from the Class may exercise his, her, or its right to opt out of the Class by following the opt-out procedures set forth in the Long Form Notice at any time during the opt-out period. To be valid and timely, opt-out requests must be postmarked on or before the last day of the Opt-Out Period (the "Opt-Out Deadline"), which is 30 days before the Fairness Hearing [_____], must be mailed to [ADDRESS OF NOTICE ADMINISTRATOR], and must include:

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

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

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

(iv) the signature of the person or entity seeking to be excluded from the Class.

23. 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.

24. 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 Nissan, at the following addresses:

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

(b) Lead Settlement Class Counsel
Peter Prieto
PODHURST ORSECK, P.A.
Suntrust International Center
One S.E. 3rd Avenue, Suite
2700 Miami, Florida 33131

(c) Counsel for Nissan
E. Paul Cauley, Jr.
Drinker Biddle & Reath LLP
1717 Main Street, Suite 5400
Dallas, Texas 75201

25. For an objection to be considered by the Court, the objection must be postmarked or sent via overnight delivery no later than the Opt-Out Deadline of 30 days before the Fairness Hearing [_____], 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 Nissan 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).

26. 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

27. 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 [_____]. If Nissan chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing [_____].

28. 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 14 days before Fairness Hearing [_____]. If Nissan chooses to file a response to

timely filed objections to the Motion for Final Approval of the Settlement, it also must do so no later than 14 days before Fairness Hearing [_____].

Effect of Failure to Approve the Settlement or Termination

29. 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 Nissan's right to oppose class certification;

(iii) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Nissan or 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

30. Pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity (even those Class Members who validly and timely elect to be excluded from the Class, with the validity of the opt out request to be determined by the Court only at the Fairness Hearing), shall commence, continue or prosecute against any of the Released Parties (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. 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

31. 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.

32. Settlement Class Counsel and Nissan's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further

approval of the Court, minor changes to the Agreement, to the form or content of the Class Notice or to any other exhibits that the Parties jointly agree are reasonable or necessary.

33. The Parties are authorized to take all necessary and appropriate steps to establish the means necessary to implement the Agreement.

34. 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, Nissan, Nissan's Counsel, the Court and as otherwise provided in the Settlement Agreement.

35. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class.

36. 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 [_____];

(iii) If Nissan chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing [_____].

(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 30 days before the Fairness Hearing [_____];

(v) Class Members must file requests for exclusion from the Settlement no later than 30 days before the Fairness Hearing [_____];

(vi) The Settlement Notice Administrator must file with the Court, no later than 21 days before the Fairness Hearing [_____], (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 14 days before the Fairness Hearing [_____];

(viii) If Nissan chooses to file a response to timely filed objections to the Settlement, it shall do so no later than 14 days before the Fairness Hearing [_____]; and

(ix) The Fairness Hearing will be held on _____ at ____ a.m./p.m. [subject to the Court's availability, the Parties recommend a date no earlier than the week of January 22, 2018], 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 _____ 2017.

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 Nissan or Infiniti 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 various auto companies that manufactured, distributed, or sold vehicles containing allegedly defective airbags manufactured by Takata Corporation and its affiliates. The Settlement includes certain vehicles made by Nissan (the "Subject Vehicles"). Nissan 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 Nissan vehicle and have not yet had your Takata airbag repaired, you should do so as soon as possible. Some vehicles will be recalled for repair at a later date, and some vehicles may not be recalled. **When recalled Takata airbags deploy, they may spray metal debris toward vehicle occupants and may cause serious injury.** Please see your original recall notices and www.airbagrecall.com for further details.

Am I included in the proposed Settlement? The Settlement includes the following persons and entities:

- Owners or lessees, as of **Month DD**, 2017, 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 April 11, 2013 and **Month DD**, 2017, sold or returned pursuant to a lease, a Subject Vehicle that was recalled before **Month DD**, 2017.

A full list of the Subject Vehicles can be found at www.XXXXXXXXXXXX.com. The Settlement does not involve claims of personal injury or property damage to any property other than the Subject Vehicles.

What does the Settlement provide? Nissan has agreed to Settlement with a value of approximately $97 million, including a 10% credit for Rental Car/Loaner Programs. 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 affected Takata airbag inflators and their replacements. 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 and will be posted on the website when it's 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, 2017**. If you do not exclude yourself, you will release any claims you may have against Nissan 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, 2017**. 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, 2017** to consider whether to finally approve the Settlement and a request for attorneys' fees of up to 30% of the total Settlement Amount and incentive awards of $5,000 for each of the Class Representatives. 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 – SUBJECT VEHICLES

2001 - 2003	Nissan Maxima
2002 - 2004	Nissan Pathfinder
2001 - 2004	Infiniti I30/I35
2002 - 2006	Nissan Sentra
2002 - 2003	Infiniti QX4
2003 - 2008	Infiniti FX35/45
2006 - 2010	Infiniti M35/45
2007 - 2017	Nissan Versa Sedan
2007 - 2012	Nissan Versa Hatchback
2009 – 2017	Infiniti QX56/QX80
2012 - 2017	Nissan Altima
2012 - 2017	Nissan Versa Note
2013 - 2017	Nissan NV 200
2013 - 2017	Nissan NYTaxi
2008 - 2018	Nissan 370Z / 370Z Roadster
2009– 2014	Nissan Cube
2010 - 2017	Nissan NV
2012 - 2017	Nissan Armada
2012 - 2017	Nissan Titan
2014 – 2017.5	Nissan Rogue
2016 - 2017	Nissan Maxima
2017-2018	Infiniti QX30

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

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 NISSAN SETTLEMENT CLASS NOTICE PROGRAM

I, Cameron R. Azari, Esq., hereby declare and state 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 dozens of federal and state cases involving class action notice plans.

3. I am the Director of Legal Notice for Hilsoft Notifications ("Hilsoft"); a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. Hilsoft is a business unit of Epiq Systems Class Action and Claims Solutions ("EPIQ").

4. Hilsoft has been involved with some of the most complex and significant notices and notice programs in recent history. With experience in more than 300 cases, notices prepared by Hilsoft have appeared in 53 languages with distribution in almost every country, territory and dependency in the world. Judges, including in published decisions, have

recognized and approved numerous notice plans developed by Hilsoft, which decisions have always withstood collateral reviews by other courts and appellate challenges.

EXPERIENCE RELEVANT TO THIS CASE

5. Hilsoft and Epiq were retained to implement the current settlement notice efforts for the settlements with Toyota, Subaru, Mazda and BMW in the *In re: Takata Airbag Products Liability Litigation.* The notice programs for each of those settlements is ongoing.

6. Additionally, I have served as a notice expert and have been recognized and appointed by courts to design and provide notice in many of the largest and most significant cases, including: *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement),* MDL No. 2672 (N.D. Cal.) (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 via email. A targeted internet campaign further enhanced the notice effort); *In re: Energy Future Holdings Corp., et. al. (Asbestos Claims Bar Date Notice),* 14-10979 (CSS) (Bankr. D. Del.) (Large asbestos bar date notice effort, which included individual notice, national consumer publications and newspapers, hundreds of local newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience); *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation,* MDL 1720 (E.D.N.Y.) ($7.2 billion settlement reached with Visa and MasterCard. The intensive notice program involved over 19.8 million direct mail notices together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade & specialty publications, and language & ethnic targeted publications, as well as online banner notices, which generated more than 770 million adult impressions and a

case website in eight languages); *In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL 2179 (E.D. La.) (Dual landmark settlement notice programs to separate "Economic and Property Damages" and "Medical Benefits" settlement classes. Notice effort included over 7,900 television spots, over 5,200 radio spots, and over 5,400 print insertions and reached over 95% of Gulf Coast residents); *In Re American Express Anti-Steering Rules Antitrust Litigation (II)* ("Italian Colors"), MDL No. 2221 (E.D.N.Y.) (Momentous injunctive settlement regarding merchant payment card processing. Notice program provided individual notice to more than 3.8 million merchants as well as coverage in national and local business publications, retail trade publications and placement in the largest circulation newspaper in each of the U.S. territories and possessions); *In Re: Checking Account Overdraft Litigation*, MDL 2036 (S.D. Fla.) (Multiple bank settlements between 2010-2017 involving direct mail and email to millions of class members and publication in relevant local newspapers. Representative banks include, Fifth Third Bank, National City Bank, Bank of Oklahoma, Webster Bank, Harris Bank, M & I Bank, Community Bank, PNC Bank, Compass Bank, Commerce Bank, Citizens Bank, Great Western Bank, TD Bank, Bancorp, Whitney Bank, Associated Bank, and Susquehanna Bank); *In re Residential Schools Class Action Litigation*, (Canada) (Five phase notice program for the landmark settlement between the Canadian government and Aboriginal former students. Phase V of the notice program was implemented during 2014); and *In re Department of Veterans Affairs (VA) Data Theft Litigation*, MDL 1796 (D.D.C.) (Notices appeared across the country in newspapers, consumer magazines, and specialty publications with a total circulation exceeding 76 million).

7. Numerous other court opinions and comments as to my testimony, and opinions on the adequacy of our notice efforts, are included in Hilsoft's curriculum vitae included as **Attachment 1**.

8. In forming my expert opinions, I and my staff 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, receiving 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 since that time. Prior to 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 17 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.

9. I have been directly and personally responsible for designing 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 Settlement Class Members. The facts in this declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Hilsoft and EPIQ.

10. I have been involved in reviewing or drafting the various forms of Notice described below. Each form is noticeable and written in plain language.

OVERVIEW

11. This declaration will describe the Settlement Notice Plan ("Notice Plan" or "Plan") and notices (the "Notice" or "Notices") designed by Hilsoft and proposed here for the Settlement with Nissan 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.

12. Hilsoft has reviewed the list of Nissan Subject Vehicles included in the Settlement. The media portion of the Notice Plan outlined below is targeted to owners and lessees of those makes and models. Data will be available to provide individual notice to virtually all Class Members. The data will be obtained from HIS Automotive, driven by Polk ("Polk") and potentially combined with data from Nissan. 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.

13. 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 satisfies the requirements of due process, including its "desire to actually inform" requirement.[1]

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[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).

NOTICE PLANNING METHODOLOGY

14. Rule 23 directs that the best notice practicable under the circumstances must include "individual notice to all members who can be identified through reasonable effort."[2] The proposed notice program here satisfies this requirement. A Postcard Notice tailored to the potential owners/lessees of the Nissan 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. [3]

15. Notice placements will appear once in the weekly publications *People* and *Sports Illustrated* as a 2/3 page ad unit, and once in the weekly newspaper supplement *Parade* as a 2/5 page ad unit. Additionally, notices will be places as a 2/3 page ad unit in the monthly publications *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 *Conversant Ad Network, Yahoo! Ad Network,* and *Pulpo Spanish Ad Network*, which together represent thousands of digital properties across all major content categories. Banners will also be purchased on *Facebook* and *Instagram.* Banner notices will appear on both desktop computers as well as mobile 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,

[2] FRCP 23(c)(2)(B).
[3] If email addresses become available, supplemental email notice may also be sent.

Top 40, and/or R&B. XM stations may also be purchased to complement traditional networks. 60-second spots will also be purchased on Spanish language radio. An estimated 85 total spots will be aired over 14 days. 30-second ads will also run on *Pandora* online radio alongside traditional banner ads. Coverage will be further enhanced by a neutral, Informational Release, Sponsored Search Listings and a Case Website.

16. 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 the reach and frequency[4] of the media portion of this Notice Program. These include GfK Mediamark Research & Intelligence, LLC ("MRI") data,[5] which provides statistically significant readership and product usage data, and Alliance for Audited Media ("AAM")[6] statements, which certify

[4] 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. Notice "exposure" is defined as the opportunity to read a notice. The average "frequency" of notice exposure is the average number of times that those reached by a notice would be exposed to a notice.

[5] GfK Mediamark Research & Intelligence, LLC ("MRI") is a leading source of publication readership and product usage data for the communications industry. MRI 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, MRI 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'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.

[6] 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.

how many readers buy or obtain copies of publications, Nielsen[7] and Nielsen Audio[8] (formerly Arbitron Inc.), which have been relied upon since 1950. Online media planning data was provided by comScore, Inc.[9] 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 media schedule. We combine the results of this analysis to help determine notice plan sufficiency and effectiveness.

17. ***Tools and data trusted by the communications industry and courts***. Virtually all of the nation's largest advertising agency media departments utilize 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 evaluating notice programs, and have been regularly accepted by courts.

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[7] Nielsen ratings are the audience measurement system developed by the Nielsen Company to determine the audience size and composition of television programming in the United States. Since first debuting in 1950, Nielsen's methodology has become the primary source of audience measurement information in the television industry around the world, including "time-shifted" viewing via television recording devices.

[8] Nielsen Audio (formerly Arbitron Inc., which was acquired by the Nielsen Company and re-branded Nielsen Audio), is an international media and marketing research firm providing radio media data to companies in the media industry, including radio, television, online and out-of-home; the mobile industry as well as advertising agencies and advertisers around the world.

[9] comScore, Inc.is a global leader in measuring the digital world and a preferred source of digital marketing intelligence. In an independent survey of 800 of the most influential publishers, advertising agencies and advertisers conducted by William Blair & Company in January 2009, comScore was rated the "most preferred online audience measurement service" by 50% of respondents, a full 25 points ahead of its nearest competitor.

18. 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; 90-100% of media directors use reach and frequency planning;[10] all of the leading advertising and communications textbooks cite the need to use reach and frequency planning.[11] Ninety of the top one hundred media firms use MRI data and at least 15,000 media professionals in 85 different countries use media planning software.[12]

NOTICE PLAN DETAIL

19. Class Notice shall 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 April 11, 2013 and through the date of the issuance of the Preliminary Approval Order. Excluded from this Class are: (a) Nissan, its officers, directors, employees and outside counsel; its affiliates and affiliates' officers, directors and employees; its distributors and

[10] *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).

[11] 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).

[12] For example, Telmar is the world's leading supplier of media planning software and support services. Over 15,000 media professionals in 85 countries use Telmar systems for media and marketing planning tools including reach and frequency planning functions. Established in 1968, Telmar was the first company to provide media planning systems on a syndicated basis.

> distributors' officers and directors; and Nissan'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 and 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.

20. To guide the selection of measured media in reaching unknown members of the Class, the Notice Plan has a primary target audience of: all adults 18 years and older in the United States who own or lease one of the Subject Vehicles.

21. The combined measured individual notice, broadcast media, print publication and online banner notice is estimated to reach at least 95% of all U.S. Adults aged 18+ who own or lease one of the Nissan Subject Vehicles. On average, each of these people reached will have 3.1 opportunities for exposure to the Notice.[13] The media notice effort alone is estimated to reach 80.3% all U.S. Adults aged 18+ who own or lease one of the Nissan 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.

NOTICE PLAN

Individual Notice – Direct Mail

22. I understand that a comprehensive list of potential Class Members exists – consisting of the current and former owners and lessees of the Nissan vehicles included in the Settlement. The database will be acquired from Polk and, if available, supplemented by other

[13] 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.

sources. All data will be de-duplicated and updated in order to find the most likely current address for each current and former vehicle owner/lessee. If email address data is available or is obtained, it will be used as a supplement to the mailed individual notice effort and possibly for reminder notice as the claim deadline approaches. This data will be used to provide individual notice to virtually all Class Members.

23. 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 by United States Postal Service ("USPS") first class mail.

24. Prior to mailing, all mailing addresses provided will be checked against the National Change of Address ("NCOA") database maintained by the United States Postal Service ("USPS").[14] Any addresses that are returned by the NCOA database as invalid will be updated through a third-party address search service. 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.

[14] 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.

25. Postcard Notices returned as undeliverable will be re-mailed to any new address available through postal service information, for example, to the address provided by the postal service on returned pieces for which the automatic forwarding order has expired, but which is still during the period in which the postal service returns the piece with the address indicated, or to better addresses that may be found using a third-party lookup service ("ALLFIND", maintained by LexisNexis). Upon successfully locating better addresses, Postcard Notices will be promptly re-mailed.

26. Additionally, a Long Form Notice will be mailed to all persons who request one via the toll-free phone number or by mail. The Long Form Notice will also be available for 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.

Radio

27. 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. 60-second spots will also be purchased on Spanish language radio. An estimated 85 total spots will be aired over 14 days.

National Consumer Publications

28. The Notice Plan includes a highly visible national print program. A 2/3 page notice will appear one time in the monthly magazines *Better Homes & Gardens, Car and Driver, Motor Trend,* and *People en Español*. A 2/3 or 2/5 page notice will also appear in the weekly

magazines *Parade*, *People*, and *Sports Illustrated*. The publications have an estimated combined circulation of 38.3 million, and a combined readership of 165.8 million.

29. Positioning will be sought for the Notices to be placed opposite news articles with documented high readership, 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	22,000,000	National	1
People	Weekly	3,400,000	National	1
People en Espanol	11x a Year	540,000	National	1
Sports Illustrated	Weekly	2,700,000	National	1
Car and Driver	Monthly	1,160,000	National	1
Motor Trend	Monthly	968,000	National	1
TOTAL		**38,368,000**		

U.S. Territory Newspapers

30. A ½ page notice will appear one time in 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	Daily (Mon-Sat)	Puerto Rico	1
Primera Hora	Daily (Mon-Sat)	Puerto Rico	1

Digital Banner Notice

31. The Notice Plan includes digital banner advertisements targeted specifically to Class Members. The Banner Notice will provide the Class with additional opportunities to be apprised of the Settlement and their rights.

32. Banner advertisements will appear on *Conversant Ad Network* and *Yahoo! Ad Network* in English and on the *Pulpo Ad Network* in Spanish. These banner advertisements will appear on a rotating schedule in either leaderboard or big box sizes.

33. Banner advertisements will also be displayed on *Facebook*. *Facebook* is the most widely used social networking service in the world. When a user logs into their account they are presented with their homepage. Banners will appear in the right hand column next to the newsfeed.

34. Mobile banner advertisements will appear on *Conversant Ad Network*. These banner advertisements will appear nationwide on a rotating schedule in appropriate mobile sizes.

35. 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 station.

36. A summary of the Digital Banner Notice efforts is as follows:

Network/Property	***Banner Size***	***# of Days***	***A18+ Impressions***
Conversant Ad Network	300x250; 728x90	35	80,000,000
Conversant Mobile Ad Network	320x480; 300x250	35	15,000,000
Facebook	254x133	35	130,000,000
Pandora	300x250; 500x500	14	5,858,586
Pandora	:30 Audio Spots	14	2,222,222
Pulpo - Spanish Ad Network	300x250; 728x90	35	20,000,000
Yahoo Ad Network	300x250; 728x90	35	50,000,000
TOTAL			**303,080,808**

Source: 2017 comScore Data.

37. Combined, approximately 303 million adult impressions will be generated by these Banner Notices over a 35-day period. Clicking on the Banner Notice will bring the reader to the Case Website where they can obtain detailed information about the case.

Behaviorally Targeted Digital Media

38. In addition to traditional digital banner notices, a hyper-targeted banner campaign will purchased over a 45-day period.

39. First, banner notices will be targeted using a "list activation" strategy through the *Conversant Ad Network*. This is accomplished by matching the actual names and physical/email 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 ads.

40. Second, banner notices will be targeted using household-level automotive data, also through *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.

41. Finally, banner notices will be purchased via *Facebook* and *Instagram* (mobile) targeted specifically to the profiles of owners of the Nissan Subject Vehicles.

Network/Property	*Targeting*	*# of Days*	*Targeted Impressions*
Conversant Ad Network	List Activation	45	7,142,855
Conversant Ad Network	Automotive Data	45	8,500,000
Facebook	Nissan	45	40,000,000
Instagram - Mobile	Nissan	45	5,000,000
TOTAL			**60,642,855**

42. Combined, approximately 60.6 million behaviorally targeted adult impressions will be generated by these Banner Notices over a 45-day period.

Placing Notices to be Highly Visible

43. The Notices are designed to be highly visible and noticeable. Since all placements are not equal, 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 with documented high readership, 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[15] on the websites. The *Facebook* advertisements will appear on the right-hand side of the user's news feed, above the fold, on the

[15] "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.

top half of the page. The *Conversant Ad Network*, *Yahoo! Ad Network*, and *Pulpo Ad Network* Banner Notices will appear in multiple sizes, which may include:

Leaderboard

- Horizontal, 728 x 90 pixels
- Located at the top of the screen

Big Box or Box (also known by other similar names)

- Square Box, 300 x 250 pixels
- Can be located on left or right side of screen

Internet Sponsored Search Listings

47. To facilitate Nissan Class Members with locating the case website, additional sponsored search listings on *Google*, *Yahoo!* and *Bing* will be added to the existing sponsored search efforts for the previous Settlements. When search engine visitors search on common keyword combinations such as "Airbag Class Action," "Nissan Airbag Litigation," or "Nissan 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.

48. The Sponsored Search Listings will be provided to search engine visitors across the United States, and will assist Class Members in finding and accessing the Case Website.

Informational Release

49. To build additional reach and extend exposures, a party-neutral Informational Release will be issued to approximately 5,000 general media (print and broadcast) outlets and 5,400 online databases and websites throughout the United States. The Informational Release will serve a valuable role by providing additional notice exposures beyond that which was provided by the paid media. There is no guarantee that any news stories will result, but if they

do, potential Class Members will have additional opportunities to learn that their rights are at stake in credible news media, adding to their understanding. The Informational Release will include the toll free number and Case Website address.

Case Website, Toll-free Telephone Number and Postal Mailing Address

50. A dedicated website has already been created for the previous Settlements with Toyota, Subaru, Mazda and BMW (www.AutoAirbagSettlement.com). As with the previously settling OEMs, Nissan will have its own sub-page at the website with a prominent "Nissan 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, Third Consolidated Complaint, Preliminary Approval Orders and 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.

51. The Case Website address will be displayed prominently on all notice documents. The Banner Notices will link directly to the case website.

52. A toll-free phone 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.

53. 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

54. The proposed Notices are designed to be "noticed," reviewed, and—by presenting the information in plain language—to be understood by Class Members. The Notices contain substantial, albeit easy-to-read, summaries of all of the key information about Class Members' rights and options to encourage readership and comprehension.

55. The Postcard Notice feature a prominent headline and are clearly identified as a notice from the District Court. These design elements alert recipients and readers that the Notice is an important document authorized by a court and that the content may affect them, thereby supplying reasons to read the Notice.

56. The Long Form Notice provides substantial information to Settlement Class Members. It begins with a summary section, which provides a concise overview of important information about the Settlement. A table of contents, categorized into logical sections, helps to organize the information, while a question and answer format makes it easy to find answers to common questions by breaking the information into simple headings.

57. The Postcard Mail Notice and the Long Form Notice will be available in English and Spanish at the website.

CONCLUSION

58. 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.

59. 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, 174 (1974) citing *Mullane* at 314.

60. As described above, 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 own or lease one of the Nissan Subject Vehicles. On average, each of these people reached will have 3.1 opportunities for exposure to the Notice. The media notice effort alone is estimated to reach 80.3% all U.S. Adults aged 18+ who own or lease one of the Nissan Subject Vehicles.

61. The Notice Program described above will provide the best notice practicable under the circumstances of this case, 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.

62. The Notice Plan schedule will afford enough time to provide full and proper notice to Class Members before any opt-out and objection deadlines.

63. Based on current assumptions of total Nissan Subject Vehicles, the estimated cost for data acquisition and printing and mailing notice are approximately $2,017,371. Estimated shared costs for the media notice effort, toll-free support, website, project management and correspondence are approximately $1,890,000.

I declare under penalty of perjury that the foregoing is true and correct. Executed on August 7, 2017.

Cameron R. Azari, Esq.

Attachment 1

HILSOFT NOTIFICATIONS

Hilsoft Notifications is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, notice plan development – designing notice programs that satisfy due process requirements and withstand judicial scrutiny. For more than 21 years, Hilsoft Notifications' notice plans have been approved and upheld by courts. Hilsoft Notifications has been retained by defendants and/or plaintiffs on more than 300 cases, including more than 30 MDL cases, with notices appearing in more than 53 languages and in almost every country, territory and dependency in the world. Case examples include:

- 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 PSAs, sponsored search listings and a case website further enhanced reach. ***Miner v. Philip Morris USA, Inc.***, No. 60CV03-4661 (Ark. Cir.).

- One of the largest claim deadline notice campaigns ever implemented, for BP's $7.8 billion settlement claim deadline relating to the Deepwater Horizon oil spill. Hilsoft Notifications designed and implemented the claim deadline notice program, which resulted in a combined measurable paid print, television, radio and Internet effort that 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.).

- 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. (Asbestos Claims Bar Date Notice)***, 14-10979(CSS) (Bankr. D. Del.).

- Landmark $6.05 billion settlement reached by Visa and MasterCard. The intensive notice program involved over 19.8 million direct mail notices to class members together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade & 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 case website in eight languages, and acquisition of sponsored search listings to facilitate locating the website. ***In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation,*** MDL No. 1720 (E.D.N.Y.).

- BP's $7.8 billion settlement of claims related to the Deepwater Horizon oil spill emerged from possibly the most complex class action in U.S. history. Hilsoft Notifications drafted and opined on all forms of notice. The 2012 notice program designed by Hilsoft reached at least 95% Gulf Coast region adults via television, radio, newspapers, consumer publications, trade journals, digital media and individual notice. ***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.).

- Momentous injunctive settlement reached by American Express regarding merchant payment card processing. The notice program provided extensive individual notice to more than 3.8 million merchants as well as coverage in national and local business publications, retail trade publications and placement in the largest circulation newspapers in each of the U.S. territories and possessions. ***In re American Express Anti-Steering Rules Antitrust Litigation (II)***, MDL No. 2221 (E.D.N.Y.) ("Italian Colors").

- Overdraft fee class actions have been brought against nearly every major U.S. commercial bank. For related settlements, Hilsoft Notifications has developed programs that integrate individual notice and paid media efforts. PNC, Citizens, TD Bank, Fifth Third, Harris Bank M&I, Comerica Bank, Susquehanna Bank, Capital One, M&T Bank and Synovus are among the more than 20 banks that have retained Hilsoft. ***In re Checking Account Overdraft Litigation,*** MDL No. 2036 (S.D. Fla.).

- Possibly the largest data breach in U.S. history with approximately 130 million credit and debit card numbers stolen. ***In re Heartland Data Security Breach Litigation,*** MDL No. 2046 (S.D. Tex.)

- Largest and most complex class action in Canadian history. Designed and implemented groundbreaking notice to disparate, remote aboriginal people in the multi-billion dollar settlement. ***In re Residential Schools Class Action Litigation,*** 00-CV-192059 CPA (Ont. Super. Ct.).

- Extensive point of sale notice program of a settlement providing payments 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.).

- Largest discretionary class action notice campaign involving virtually every adult in the U.S. for the settlement. ***In re Trans Union Corp. Privacy Litigation,*** MDL No. 1350 (N.D. Ill.).

- Most complex national data theft class action settlement involving millions of class members. ***Lockwood v. Certegy Check Services, Inc.,*** 8:07-cv-1434-T-23TGW (M.D. Fla.).

- Largest combined U.S. and Canadian retail consumer security breach notice program. ***In re TJX Companies, Inc., Customer Data Security Breach Litigation***, MDL No. 1838 (D. Mass.).

- Most comprehensive notice ever in a securities class action for the $1.1 billion settlement of ***In re Royal Ahold Securities and ERISA Litigation,*** MDL No. 1539 (D. Md.).

- Most complex worldwide notice program in history. Designed and implemented all U.S. and international media notice with 500+ publications in 40 countries and 27 languages for $1.25 billion settlement. ***In re Holocaust Victims Assets,* "Swiss Banks**", No. CV-96-4849 (E.D.N.Y.).

- Largest U.S. claim program to date. Designed and implemented a notice campaign for the $10 billion program. ***Tobacco Farmer Transition Program,*** (U.S. Dept. of Ag.).

- Multi-national claims bar date notice to asbestos personal injury claimants. Opposing notice expert's reach methodology challenge rejected by court. ***In re Babcock & Wilcox Co,*** No. 00-10992 (E.D. La.).

LEGAL NOTICING EXPERTS

Cameron Azari, Esq., Director of Legal Notice

Cameron Azari, Esq. has more than 17 years of experience in the design and implementation of legal notification 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 Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (MasterCard & Visa), In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, Heartland Payment Systems, In re: Checking Account Overdraft Litigation, Lowe's Home Centers, Department of Veterans Affairs (VA),* 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 amendments to 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, Executive Director

Lauran Schultz consults extensively with clients on notice adequacy and innovative legal notice programs. 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 for the past seven years. 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 Systems 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.

ARTICLES AND PRESENTATIONS

- **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, "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, "Noticing and Response Rates in Class Action Settlements" – Class Action Bar Gathering, Vancouver, British Columbia, 2007.

- **Cameron Azari** Speaker, "Structuring a Litigation Settlement." CLE International's 3rd Annual Conference on Class Actions, Los Angeles, CA, 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 Joseph F. Bataillon, *Klug v. Watts Regulator Company* (April 13, 2017) No. 8:15-cv-00061-JFB-FG3 (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 Gonzales Rogers, *Bias v. Wells Fargo & Company, et al.* (April 13, 2017) No. 4:12-cv-00664-YGR (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* (December 14, 2016) No. 2:12-cv-02247 (D. Kan.) and ***Gary, LLC v. Deffenbaugh Industries, Inc., et al*** (December 14, 2016) No. 2:13-cv-2634 (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* (December 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.* (November 21, 2016) No. 60CV03-4661 (Ark. Cir.):

> *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., Checking Account Overdraft Litigation* (October 13, 2016) No. 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* (September 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.* (April 11, 2016) No. 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 Christopher S. Sontchi, *In re: Energy Future Holdings Corp, et al.,* (July 30, 2015) 14-10979(CSS) (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, No. 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 v. Nestle Purina PetCare Company, et al.,* (June 23, 2015) No. 12-cv-2871 (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) No. 2:10-cv-01505-JCZ-KWR (E.D. La.) and No. 1:10-cv-22058-JLK (S.D. Fla.) as part of ***In Re: Checking Account Overdraft Litigation***, MDL 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.,* (December 29, 2014) No. 1:10-cv-10392-RWZ (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, and FIA Card Services, N.A.,* (August 29, 2014) No. 5:11-CV-02390-EJD; 5:12-CV-04009-EJD (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) No. CGC-12-519221 (Cal. Super. Ct.):

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*, (December 13, 2013) No. 1:05-cv-03800 (E.D. NY.):

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) No. 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,* (April 5, 2013) No. 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*, (February 27, 2013) No. 0:08cv01958 (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.*, (January 28, 2013) No. 3:10-cv-960 (D. Or.):

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)*, (January 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)*, (December 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., (August 17, 2012) No. 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, In re Checking Account Overdraft Litigation (IBERIABANK), (April 26, 2012) 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,* (April 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,* (March 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,* (December 1, 2011) 1:10-CV-00232 (D.D.C.)

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) No. 1:09-cv-6655 (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) No. 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.*, (March 24, 2011) No. 3:10-cv-1448 (D. Conn.):

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*, (September 2, 2010) No. 2:07-cv-871 (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.*, (October 7, 2009) No. 5:07cv2580 (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*, (September 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.*

Judge Lisa F. Chrystal, *Little v. Kia Motors America, Inc.*, (August 27, 2009) No. UNN-L-0800-01 (N.J. Super. Ct.):

> *The Court finds that the manner and content of the notices for direct mailing and for publication notice, as specified in the Notice Plan (Exhibit 2 to the Affidavit of Lauran R. Schultz), provides the best practicable notice of judgment to members of the Plaintiff Class.*

Judge Barbara Crowder, *Dolen v. ABN AMRO Bank N.V.,* (March 23, 2009) No. 01-L-454, 01-L-493 (3rd Jud. Cir. Ill.):

> *The Court finds that the Notice Plan is the best notice practicable under the circumstances and provides the Eligible Members of the Settlement Class sufficient information to make informed and meaningful decisions regarding their options in this Litigation and the effect of the Settlement on their rights. The Notice Plan further satisfies the requirements of due process and 735 ILCS 5/2-803. That Notice Plan is approved and accepted. This Court further finds that the Notice of Settlement and Claim Form comply with 735 ILCS 5/2-803 and are appropriate as part of the Notice Plan and the Settlement, and thus they are hereby approved and adopted. This Court further finds that no other notice other than that identified in the Notice Plan is reasonably necessary in this Litigation.*

Judge Robert W. Gettleman, *In re Trans Union Corp.*, (September 17, 2008) MDL No. 1350 (N.D. Ill.):

> *The Court finds that the dissemination of the Class Notice under the terms and in the format provided for in its Preliminary Approval Order constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the Constitution of the United States, and any other applicable law… Accordingly, all objections are hereby OVERRULED.*

Judge Steven D. Merryday, *Lockwood v. Certegy Check Services, Inc.*, (September 3, 2008) No. 8:07-cv-1434-T-23TGW (M.D. Fla.):

> *The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable and constituted the best notice practicable in the circumstances. The notice as given provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions of the Settlement Agreement, and these proceedings to all persons entitled to such notice, and the notice satisfied the requirements of Rule 23, Federal Rules of Civil Procedure, and due process.*

Judge William G. Young, *In re TJX Companies*, (September 2, 2008) MDL No. 1838 (D. Mass.):

> *The form, content, and method of dissemination of notice provided 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 Fed. R. Civ. P. 23 and due process.*

Judge Philip S. Gutierrez, *Shaffer v. Continental Casualty Co.,* (June 11, 2008) SACV-06-2235-PSG (PJWx) (C.D. Cal.):

> *…was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and met all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clauses), the Rules of the Court, and any other applicable law.*

Judge Robert L. Wyatt, *Gunderson v. AIG Claim Services, Inc.,* (May 29, 2008) No. 2004-002417 (14th Jud. D. Ct. La.):

> *Notices given to Settlement Class members…were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination…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 Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

Judge Mary Anne Mason, *Palace v. DaimlerChrysler Corp.,* (May 29, 2008) No. 01-CH-13168 (Ill. Cir. Ct.):

The form, content, and method of dissemination of the notice given to the Illinois class and to the Illinois 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 due process and complied with 735 ILCS §§5/2-803 and 5/2-806.

Judge David De Alba, *Ford Explorer Cases,* (May 29, 2008) JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

[T]he Court is satisfied that the notice plan, design, implementation, costs, reach, were all reasonable, and has no reservations about the notice to those in this state and those in other states as well, including Texas, Connecticut, and Illinois; that the plan that was approved—submitted and approved, comports with the fundamentals of due process as described in the case law that was offered by counsel.

Judge Kirk D. Johnson, ***Webb v. Liberty Mutual Ins. Co.,*** (March 3, 2008) No. CV-2007-418-3 (Ark. Cir. Ct.):

The Court finds that there was minimal opposition to the settlement. After undertaking an extensive notice campaign to Class members of approximately 10,707 persons, mailed notice reached 92.5% of potential Class members.

Judge Carol Crafton Anthony, *Johnson v. Progressive Casualty Ins. Co.*, (December 6, 2007) No. CV-2003-513 (Ark. Cir. Ct.):

Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated…Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice reached a large majority of the Class members. The Court finds that such notice constitutes the best notice practicable…The forms of Notice and Notice Plan satisfy all of the requirements of Arkansas law and due process.

Judge Kirk D. Johnson, *Sweeten v. American Empire Insurance Co*., (August 20, 2007) No. CV-2007-154-3 (Ark. Cir. Ct.):

The Court does find that all notices required by the Court to be given to class members was done within the time allowed and the manner best calculated to give notice and apprise all the interested parties of the litigation. It was done through individual notice, first class mail, through internet website and the toll-free telephone call center…The Court does find that these methods were the best possible methods to advise the class members of the pendency of the action and opportunity to present their objections and finds that these notices do comply with all the provisions of Rule 23 and the Arkansas and United States Constitutions.

Judge Robert Wyatt, ***Gunderson v. F.A. Richard & Associates, Inc.,*** (July 19, 2007) No. 2004-2417-D (14th Jud. D. Ct. La.):

This is the final Order and Judgment regarding the fairness, reasonableness and adequacy. And I am satisfied in all respects regarding the presentation that's been made to the Court this morning in the Class memberships, the representation, the notice, and all other aspects and I'm signing that Order at this time.

Judge Lewis A. Kaplan, *In re Parmalat Securities Litigation*, (July 19, 2007) MDL No. 1653-LAK (S.D.N.Y.):

The Court finds that the distribution of the Notice, the publication of the Publication Notice, and the notice methodology…met all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution, (including the Due Process clause), the Private Securities Litigation Reform Act of 1995 (15 U.S.C. 78u-4, et seq.) (the "PSLRA"), the Rules of the Court, and any other applicable law.

Judge Joe Griffin, *Beasley v. The Reliable Life Insurance Co.,* (March 29, 2007) No. CV-2005-58-1 (Ark. Cir. Ct.):

[T]he Court has, pursuant to the testimony regarding the notification requirements, that were specified and adopted by this Court, has been satisfied and that they meet the requirements of due process. They are fair, reasonable, and adequate. I think the method of notification certainly meets the requirements of due

process…So the Court finds that the notification that was used for making the potential class members aware of this litigation and the method of filing their claims, if they chose to do so, all those are clear and concise and meet the plain language requirements and those are completely satisfied as far as this Court is concerned in this matter.

Judge Lewis A. Kaplan, *In re Parmalat Securities Litigation,* (March 1, 2007) MDL No. 1653-LAK (S.D.N.Y.):

The court approves, as to form and content, the Notice and the Publication Notice, attached hereto as Exhibits 1 and 2, respectively, and finds that the mailing and distribution of the Notice and the publication of the Publication Notice in the manner and the form set forth in Paragraph 6 of this Order…meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Securities Exchange Act of 1934, as emended by Section 21D(a)(7) of the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4(a)(7), and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons and entities entitled thereto.

Judge Anna J. Brown, *Reynolds v. The Hartford Financial Services Group, Inc.,* (February 27, 2007) No. CV-01-1529-BR (D. Or):

[T]he court finds that the Notice Program fairly, fully, accurately, and adequately advised members of the Settlement Class and each Settlement Subclass of all relevant and material information concerning the proposed settlement of this action, their rights under Rule 23 of the Federal Rules of Civil Procedure, and related matters, and afforded the Settlement Class with adequate time and an opportunity to file objections to the Settlement or request exclusion from the Settlement Class. The court finds that the Notice Program constituted the best notice practicable under the circumstances and fully satisfied the requirements of Rule 23 and due process.

Judge Kirk D. Johnson, ***Zarebski v. Hartford Insurance Company of the Midwest,*** (February 13, 2007) No. CV-2006-409-3 (Ark. Cir. Ct.):

Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Class Notice, as disseminated to members of the Settlement Class in accordance with provisions of the Preliminary Approval Order, was the best notice practicable under the circumstances to all members of the Settlement Class. Accordingly, the Class Notice and Claim Form as disseminated are finally approved as fair, reasonable, and adequate notice under the circumstances. The Court finds and concludes that due and adequate notice of the pendency of this Action, the Stipulation, and the Final Settlement Hearing has been provided to members of the Settlement Class, and the Court further finds and concludes that the notice campaign described in the Preliminary Approval Order and completed by the parties complied fully with the requirements of Arkansas Rule of Civil Procedure 23 and the requirements of due process under the Arkansas and United States Constitutions.

Judge Richard J. Holwell, *In re Vivendi Universal, S.A. Securities Litigation,* 2007 WL 1490466, at *34 (S.D.N.Y.):

In response to defendants' manageability concerns, plaintiffs have filed a comprehensive affidavit outlining the effectiveness of its proposed method of providing notice in foreign countries. According to this…the Court is satisfied that plaintiffs intend to provide individual notice to those class members whose names and addresses are ascertainable, and that plaintiffs' proposed form of publication notice, while complex, will prove both manageable and the best means practicable of providing notice.

Judge Samuel Conti, *Ciabattari v. Toyota Motor Sales, U.S.A., Inc.,* (November 17, 2006) No. C-05-04289-SC (N.D. Cal.):

After reviewing the evidence and arguments presented by the parties…the Court finds as follows…The class members were given the best notice practicable under the circumstances, and that such notice meets the requirements of the Due Process Clause of the U.S. Constitution, and all applicable statutes and rules of court.

Judge Ivan L.R. Lemelle, ***In re High Sulfur Content Gasoline Prods. Liability Litigation,*** (November 8, 2006) MDL No. 1632 (E.D. La.):

This Court approved a carefully-worded Notice Plan, which was developed with the assistance of a nationally-recognized notice expert, Hilsoft Notifications…The Notice Plan for this Class Settlement was consistent with the best practices developed for modern-style "plain English" class notices; the Court and

Settling Parties invested substantial effort to ensure notice to persons displaced by the Hurricanes of 2005; and as this Court has already determined, the Notice Plan met the requirements of Rule 23 and constitutional due process.

Judge Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litigation,* (November 2, 2006) MDL No. 1539 (D. Md.):

The global aspect of the case raised additional practical and legal complexities, as did the parallel criminal proceedings in another district. The settlement obtained is among the largest cash settlements ever in a securities class action case and represents an estimated 40% recovery of possible provable damages. The notice process appears to have been very successful not only in reaching but also in eliciting claims from a substantial percentage of those eligible for recovery.

Judge Elaine E. Bucklo, *Carnegie v. Household International,* (August 28, 2006) No. 98 C 2178 (N.D. Ill.):

[T]he Notice was disseminated pursuant to a plan consisting of first class mail and publication developed by Plaintiff's notice consultant, Hilsoft Notification[s]…who the Court recognized as experts in the design of notice plans in class actions. The Notice by first-class mail and publication was provided in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies all requirements of Rule 23(e) and due process.

Judge Joe E. Griffin, *Beasley v. Hartford Insurance Company of the Midwest,* (June 13, 2006) No. CV-2005-58-1 (Ark. Cir. Ct.):

Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Individual Notice and the Publication Notice, as disseminated to members of the Settlement Class in accordance with provisions of the Preliminarily Approval Order, was the best notice practicable under the circumstances…and the requirements of due process under the Arkansas and United States Constitutions.

Judge Norma L. Shapiro, *First State Orthopedics et al. v. Concentra, Inc., et al.,* (May 1, 2006) No. 2:05-CV-04951-NS (E.D. Pa.):

The Court finds that dissemination of the Mailed Notice, Published Notice and Full Notice in the manner set forth here and in the Settlement Agreement meets the requirements of due process and Pennsylvania law. The Court further finds that the notice is reasonable, and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, is the best practicable notice; and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Lawsuit and of their right to object or to exclude themselves from the proposed settlement.

Judge Thomas M. Hart, *Froeber v. Liberty Mutual Fire Ins. Co.,* (April 19, 2006) No. 00C15234 (Or. Cir. Ct.):

The court has found and now reaffirms that dissemination and publication of the Class Notice in accordance with the terms of the Third Amended Order constitutes the best notice practicable under the circumstances.

Judge Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litigation,* (January 6, 2006) MDL No. 1539 (D. Md.):

I think it's remarkable, as I indicated briefly before, given the breadth and scope of the proposed Class, the global nature of the Class, frankly, that again, at least on a preliminary basis, and I will be getting a final report on this, that the Notice Plan that has been proposed seems very well, very well suited, both in terms of its plain language and in terms of its international reach, to do what I hope will be a very thorough and broad-ranging job of reaching as many of the shareholders, whether individual or institutional, as possibly can be done to participate in what I also preliminarily believe to be a fair, adequate and reasonable settlement.

Judge Catherine C. Blake, *In re Royal Ahold Securities & "ERISA" Litigation,* 437 F.Supp.2d 467, 472 (D. Md. 2006):

The court hereby finds that the Notice and Notice Plan described herein and in the Order dated January 9, 2006 provided Class Members with the best notice practicable under the circumstances. The Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all persons entitled to such notice, and the Notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.

Judge Robert H. Wyatt, Jr., *Gray v. New Hampshire Indemnity Co., Inc*., (December 19, 2005) No. CV-2002-952-2-3 (Ark. Cir. Ct.):

> *Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy due process, including the Settlement Class definition, the identities of the Parties and of their counsel, a summary of the terms of the proposed settlement, Class Counsel's intent to apply for fees, information regarding the manner in which objections could be submitted, and requests for exclusions could be filed. The Notice properly informed Class members of the formula for the distribution of benefits under the settlement…Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice was also effected by publication in many newspapers and magazines throughout the nation, reaching a large majority of the Class members multiple times. The Court finds that such notice constitutes the best notice practicable.*

Judge Michael J. O'Malley, *Defrates v. Hollywood Entm't Corp.*, (June 24, 2005) No. 02 L 707 (Ill. Cir. Ct.):

> *[T]his Court hereby finds that the notice program described in the Preliminary Approval Order and completed by HEC complied fully with the requirements of due process, the Federal Rules of Civil Procedure and all other applicable laws.*

Judge Wilford D. Carter, *Thibodeaux v. Conoco Phillips Co.,* (May 26, 2005) No. 2003-481 F (14th J.D. Ct. La.):

> *Notice given to Class Members…were reasonably calculated under all the circumstances and have been sufficient, both as to the form and content…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 Procedure, and constituted the best notice practicable under the circumstances and constituted due process and sufficient notice to all potential members of the Class as Defined.*

Judge Michael Canaday, *Morrow v. Conoco Inc*., (May 25, 2005) No. 2002-3860 G (14th J.D. Ct. La.):

> *The objections, if any, made to due process, constitutionality, procedures, and compliance with law, including, but not limited to, the adequacy of notice and the fairness of the proposed Settlement Agreement, lack merit and are hereby overruled.*

Judge John R. Padova, *Nichols v. SmithKline Beecham Corp*., (April 22, 2005) No. 00-6222 (E.D. Pa.):

> *Pursuant to the Order dated October 18, 2004, End-Payor Plaintiffs employed Hilsoft Notifications to design and oversee Notice to the End-Payor Class. Hilsoft Notifications has extensive experience in class action notice situations relating to prescription drugs and cases in which unknown class members need to receive notice…After reviewing the individual mailed Notice, the publication Notices, the PSAs and the informational release, the Court concludes that the substance of the Notice provided to members of the End-Payor Class in this case was adequate to satisfy the concerns of due process and the Federal Rules.*

Judge Douglas Combs, *Morris v. Liberty Mutual Fire Ins. Co.,* (February 22, 2005) No. CJ-03-714 (D. Okla.):

> *I am very impressed that the notice was able to reach – be delivered to 97 ½ percent members of the class. That, to me, is admirable. And I'm also – at the time that this was initially entered, I was concerned about the ability of notice to be understood by a common, nonlawyer person, when we talk about legalese in a court setting. In this particular notice, not only the summary notice but even the long form of the notice were easily understandable, for somebody who could read the English language, to tell them whether or not they had the opportunity to file a claim.*

Judge Joseph R. Goodwin, *In re Serzone Products Liability Litigation,* 231 F.R.D. 221, 231 (S.D. W. Va. 2005):

> *The Notice Plan was drafted by Hilsoft Notifications, a Pennsylvania firm specializing in designing, developing, analyzing and implementing large-scale, unbiased legal notification plans. Hilsoft has disseminated class action notices in more than 150 cases, and it designed the model notices currently displayed on the Federal Judicial Center's website as a template for others to follow…To enhance consumer exposure, Hilsoft studied the demographics and readership of publications among adults who used a prescription drug for depression in the last twelve months. Consequently, Hilsoft chose to utilize media particularly targeting women due to their greater incidence of depression and heavy usage of the medication.*

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litigation*, (November 24, 2004) MDL No. 1430 (D. Mass.):

> *After review of the proposed Notice Plan designed by Hilsoft Notifications…is hereby found to be the best practicable notice under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Fairness Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of Rule 23 the Federal Rules of Civil Procedure and due process.*

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litigation*, (November 23, 2004) MDL No. 1430 (D. Mass.):

> *I actually find the [notice] plan as proposed to be comprehensive and extremely sophisticated and very likely be as comprehensive as any plan of its kind could be in reaching those most directly affected.*

Judge James S. Moody, Jr., *Mantzouris v. Scarritt Motor Group Inc.,* (August 10, 2004) No. 8:03 CV- 0015-T-30 MSS (M.D. Fla.):

> *Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the members of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement, it is hereby determined that all members of the Class, except for Ms. Gwendolyn Thompson, who was the sole person opting out of the Settlement Agreement, are bound by this Order and Final Judgment entered herein.*

Judge Robert E. Payne, *Fisher v. Virginia Electric & Power Co*., (July 1, 2004) No. 3:02CV431 (E.D. Va.)**:**

> *The record here shows that the class members have been fully and fairly notified of the existence of the class action, of the issues in it, of the approaches taken by each side in it in such a way as to inform meaningfully those whose rights are affected and to thereby enable them to exercise their rights intelligently…The success rate in notifying the class is, I believe, at least in my experience, I share Ms. Kauffman's experience, it is as great as I have ever seen in practicing or serving in this job…So I don't believe we could have had any more effective notice.*

Judge John Kraetzer, *Baiz v. Mountain View Cemetery*, (April 14, 2004) No. 809869-2 (Cal. Super. Ct.):

> *The notice program was timely completed, complied with California Government Code section 6064, and provided the best practicable notice to all members of the Settlement Class under the circumstances. The Court finds that the notice program provided class members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to class members and all other persons wishing to be heard…The Court has determined that the Notice given to potential members of the Settlement Class fully and accurately informed potential Members of the Settlement Class of all material elements of the proposed settlement and constituted valid, due, and sufficient notice to all potential members of the Settlement Class, and that it constituted the best practicable notice under the circumstances.*

Hospitality Mgmt. Assoc., Inc. v. Shell Oil Co., 356 S.C. 644, 663, 591 S.E.2d 611, 621 (Sup. Ct. S.C. 2004):

> *Clearly, the Cox court designed and utilized various procedural safeguards to guarantee sufficient notice under the circumstances. Pursuant to a limited scope of review, we need go no further in deciding the Cox court's findings that notice met due process are entitled to deference.*

Judge Joseph R. Goodwin, *In re Serzone Prods. Liability Litigation,* 2004 U.S. Dist. LEXIS 28297, at *10 (S.D. W. Va.):

> *The Court has considered the Notice Plan and proposed forms of Notice and Summary Notice submitted with the Memorandum for Preliminary Approval and finds that the forms and manner of notice proposed by Plaintiffs and approved herein meet the requirements of due process and Fed.R.Civ.P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice.*

Judge James D. Arnold, *Cotten v. Ferman Mgmt. Servs. Corp.,* (November 26, 2003) No. 02-08115 (Fla. Cir. Ct.):

> *Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the member of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement…*

Judge Judith K. Fitzgerald, *In re Pittsburgh Corning Corp.,* (November 26, 2003) No. 00-22876-JKF (Bankr. W.D. Pa.):

> *The procedures and form of notice for notifying the holders of Asbestos PI Trust Claims, as described in the Motion, adequately protect the interests of the holders of Asbestos PI Trust Claims in a manner consistent with the principles of due process, and satisfy the applicable requirements of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure.*

Judge Carter Holly, *Richison v. American Cemwood Corp.,* (November 18, 2003) No. 005532 (Cal. Super. Ct.):

> *As to the forms of Notice, the Court finds and concludes that they fully apprised the Class members of the pendency of the litigation, the terms of the Phase 2 Settlement, and Class members' rights and options…Not a single Class member—out of an estimated 30,000—objected to the terms of the Phase 2 Settlement Agreement, notwithstanding a comprehensive national Notice campaign, via direct mail and publication Notice…The notice was reasonable and the best notice practicable under the circumstances, was due, adequate, and sufficient notice to all Class members, and complied fully with the laws of the State of California, the Code of Civil Procedure, due process, and California Rules of Court 1859 and 1860.*

Judge Thomas A. Higgins, *In re Columbia/HCA Healthcare Corp.,* (June 13, 2003) MDL No. 1227 (M.D. Tenn.):

> *Notice of the settlement has been given in an adequate and sufficient manner. The notice provided by mailing the settlement notice to certain class members and publishing notice in the manner described in the settlement was the best practicable notice, complying in all respects with the requirements of due process.*

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.,* 216 F.R.D. 55, 68 (S.D.N.Y. 2003):

> *In view of the extensive notice campaign waged by the defendant, the extremely small number of class members objecting or requesting exclusion from the settlement is a clear sign of strong support for the settlement…The notice provides, in language easily understandable to a lay person, the essential terms of the settlement, including the claims asserted…who would be covered by the settlement…[T]he notice campaign that defendant agreed to undertake was extensive…I am satisfied, having reviewed the contents of the notice package, and the extensive steps taken to disseminate notice of the settlement, that the class notice complies with the requirements of Rule 23 (c)(2) and 23(e). In summary, I have reviewed all of the objections, and none persuade me to conclude that the proposed settlement is unfair, inadequate or unreasonable.*

Judge Edgar E. Bayley, *Dimitrios v. CVS, Inc.,* (November 27, 2002) No. 99-6209; ***Walker v. Rite Aid Corp.,*** No. 99-6210; and ***Myers v. Rite Aid Corp.*,** No. 01-2771 (Pa. Ct. C.P.):

> *The Court specifically finds that: fair and adequate notice has been given to the class, which comports with due process of law.*

Judge Dewey C. Whitenton, *Ervin v. Movie Gallery, Inc.,* (November 22, 2002) No. 13007 (Tenn. Ch.):

> *The content of the class notice also satisfied all due process standards and state law requirements…The content of the notice was more than adequate to enable class members to make an informed and intelligent choice about remaining in the class or opting out of the class.*

Judge James R. Williamson, *Kline v. The Progressive Corp*., (November 14, 2002) No. 01-L-6 (Ill. Cir. Ct.):

> *Notice to the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The notice contained the essential elements necessary to satisfy due process…*

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.,* (September 13, 2002) No. L-008830.00 (N.J. Super. Ct.):

> *Here, the comprehensive bilingual, English and Spanish, court-approved Notice Plan provided by the terms of the settlement meets due process requirements. The Notice Plan used a variety of methods to reach potential class members. For example, short form notices for print media were placed…throughout the United States and in major national consumer publications which include the most widely read publications among Cooper Tire owner demographic groups.*

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.,* (September 3, 2002) No. 00 Civ. 5071-HB (S.D.N.Y.):

> *The Court further finds that the Class Notice and Publication Notice provided in the Settlement Agreement are written in plain English and are readily understandable by Class Members. In sum, the Court finds that the proposed notice texts and methodology are reasonable, that they constitute due, adequate and sufficient notice to all persons entitled to be provided with notice, and that they meet the requirements of the Federal Rules of Civil Procedure (including Fed. R. Civ. P. 23(c)(2) and (e)), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.*

Judge Milton Gunn Shuffield, *Scott v. Blockbuster Inc.,* (January 22, 2002) No. D 162-535 (Tex. Jud. Dist. Ct.) ultimately withstood challenge to Court of Appeals of Texas. *Peters v. Blockbuster* 65 S.W.3d 295, 307 (Tex. App.-Beaumont, 2001):

> *In order to maximize the efficiency of the notice, a professional concern, Hilsoft Notifications, was retained. This Court concludes that the notice campaign was the best practicable, reasonably calculated, under all the circumstances, to apprise interested parties of the settlement and afford them an opportunity to present their objections…The notice campaign was highly successful and effective, and it more than satisfied the due process and state law requirements for class notice.*

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.,* (October 30, 2001) No. MID-L-8839-00-MT (N.J. Super. Ct.):

> *The parties have crafted a notice program which satisfies due process requirements without reliance on an unreasonably burdensome direct notification process…The form of the notice is reasonably calculated to apprise class members of their rights. The notice program is specifically designed to reach a substantial percentage of the putative settlement class members.*

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.,* (October 29, 2001) No. L-8830-00-MT (N.J. Super. Ct.):

> *I saw the various bar graphs for the different publications and the different media dissemination, and I think that was actually the clearest bar graph I've ever seen in my life…it was very clear of the time periods that you were doing as to each publication and which media you were doing over what market time, so I think that was very clear.*

Judge Stuart R. Pollak, *Microsoft I-V Cases,* (April 1, 2001) J.C.C.P. No. CJC-00-004106 (Cal. Super. Ct.):

> *[C]oncerning dissemination of class notice; and I have reviewed the materials that have been submitted on that subject and basically I'm satisfied. I think it's amazing if you're really getting 80 percent coverage. That's very reassuring. And the papers that you submitted responded to a couple things that had been mentioned before and I am satisfied with all that.*

Judge Stuart R. Pollak, *Microsoft I-V Cases,* (March 30, 2001) J.C.C.P. No. 4106 (Cal. Super. Ct.):

> *Plaintiffs and Defendant Microsoft Corporation have submitted a joint statement in support of their request that the Court approve the plan for dissemination of class action notice and proposed forms of notice, and amend the class definition. The Court finds that the forms of notice to Class members attached hereto as Exhibits A and B fairly and adequately inform the Class members of their rights concerning this litigation. The Court further finds that the methods for dissemination of notice are the fairest and best practicable under the circumstances, and comport with due process requirements.*

LEGAL NOTICE CASES

Hilsoft Notifications has served as a notice expert for planning, implementation and/or analysis in the following partial listing of cases:

Andrews v. MCI (900 Number Litigation)	S.D. Ga., CV 191-175
Harper v. MCI (900 Number Litigation)	S.D. Ga., CV 192-134
In re Bausch & Lomb Contact Lens Litigation	N.D. Ala., 94-C-1144-WW
In re Ford Motor Co. Vehicle Paint Litigation	E.D. La., MDL No. 1063
Castano v. Am. Tobacco	E.D. La., CV 94-1044
Cox v. Shell Oil (Polybutylene Pipe Litigation)	Tenn. Ch., 18,844
In re Amino Acid Lysine Antitrust Litigation	N.D. Ill., MDL No. 1083
In re Dow Corning Corp. (Breast Implant Bankruptcy)	E.D. Mich., 95-20512-11-AJS
Kunhel v. CNA Ins. Companies	N.J. Super. Ct., ATL-C-0184-94
In re Factor Concentrate Blood Prods. Litigation (Hemophiliac HIV)	N.D. Ill., MDL No. 986
In re Ford Ignition Switch Prods. Liability Litigation	D. N.J., 96-CV-3125
Jordan v. A.A. Friedman (Non-Filing Ins. Litigation)	M.D. Ga., 95-52-COL
Kalhammer v. First USA (Credit Card Litigation)	Cal. Cir. Ct., C96-45632010-CAL
Navarro-Rice v. First USA (Credit Card Litigation)	Or. Cir. Ct., 9709-06901
Spitzfaden v. Dow Corning (Breast Implant Litigation)	La. D. Ct., 92-2589
Robinson v. Marine Midland (Finance Charge Litigation)	N.D. Ill., 95 C 5635
McCurdy v. Norwest Fin. Alabama	Ala. Cir. Ct., CV-95-2601
Johnson v. Norwest Fin. Alabama	Ala. Cir. Ct., CV-93-PT-962-S
In re Residential Doors Antitrust Litigation	E.D. Pa., MDL No. 1039
Barnes v. Am. Tobacco Co. Inc.	E.D. Pa., 96-5903
Small v. Lorillard Tobacco Co. Inc.	N.Y. Super. Ct., 110949/96
Naef v. Masonite Corp (Hardboard Siding Litigation)	Ala. Cir. Ct., CV-94-4033
In re Synthroid Mktg. Litigation	N.D. Ill., MDL No. 1182
Raysick v. Quaker State Slick 50 Inc.	D. Tex., 96-12610
Castillo v. Mike Tyson (Tyson v. Holyfield Bout)	N.Y. Super. Ct., 114044/97
Avery v. State Farm Auto. Ins. (Non-OEM Auto Parts)	Ill. Cir. Ct., 97-L-114

Walls v. The Am. Tobacco Co. Inc.	N.D. Okla., 97-CV-218-H
Tempest v. Rainforest Café (Securities Litigation)	D. Minn., 98-CV-608
Stewart v. Avon Prods. (Securities Litigation)	E.D. Pa., 98-CV-4135
Goldenberg v. Marriott PLC Corp (Securities Litigation)	D. Md., PJM 95-3461
Delay v. Hurd Millwork (Building Products Litigation)	Wash. Super. Ct., 97-2-07371-0
Gutterman v. Am. Airlines (Frequent Flyer Litigation)	Ill. Cir. Ct., 95CH982
Hoeffner v. The Estate of Alan Kenneth Vieira (Un-scattered Cremated Remains Litigation)	Cal. Super. Ct., 97-AS 02993
In re Graphite Electrodes Antitrust Litigation	E.D. Pa., MDL No. 1244
In re Silicone Gel Breast Implant Prods. Liability Litigation, Altrichter v. INAMED	N.D. Ala., MDL No. 926
St. John v. Am. Home Prods. Corp. (Fen/Phen Litigation)	Wash. Super. Ct., 97-2-06368
Crane v. Hackett Assocs. (Securities Litigation)	E.D. Pa., 98-5504
In re Holocaust Victims Assets Litigation (Swiss Banks)	E.D.N.Y., CV-96-4849
McCall v. John Hancock (Settlement Death Benefits)	N.M. Cir. Ct., CV-2000-2818
Williams v. Weyerhaeuser Co. (Hardboard Siding Litigation)	Cal. Super. Ct., CV-995787
Kapustin v. YBM Magnex Int'l Inc. (Securities Litigation)	E.D. Pa., 98-CV-6599
Leff v. YBM Magnex Int'l Inc. (Securities Litigation)	E.D. Pa., 95-CV-89
In re PRK/LASIK Consumer Litigation	Cal. Super. Ct., CV-772894
Hill v. Galaxy Cablevision	N.D. Miss., 1:98CV51-D-D
Scott v. Am. Tobacco Co. Inc.	La. D. Ct., 96-8461
Jacobs v. Winthrop Financial Associates (Securities Litigation)	D. Mass., 99-CV-11363
Int'l Comm'n on Holocaust Era Ins. Claims – Worldwide Outreach Program	Former Secretary of State Lawrence Eagleburger Commission
Bownes v. First USA Bank (Credit Card Litigation)	Ala. Cir. Ct., CV-99-2479-PR
Whetman v. IKON (ERISA Litigation)	E.D. Pa., 00-87
Mangone v. First USA Bank (Credit Card Litigation)	Ill. Cir. Ct., 99AR672a
In re Babcock and Wilcox Co. (Asbestos Related Bankruptcy)	E.D. La., 00-10992
Barbanti v. W.R. Grace and Co. (Zonolite / Asbestos Litigation)	Wash. Super. Ct., 00201756-6
Brown v. Am. Tobacco	Cal. Super. Ct., J.C.C.P. 4042, 711400

Wilson v. Servier Canada Inc. (Canadian Fen/Phen Litigation)	Ont. Super. Ct., 98-CV-158832
In re Texaco Inc. (Bankruptcy)	S.D.N.Y. 87 B 20142, 87 B 20143, 87 B 20144
Olinde v. Texaco (Bankruptcy, Oil Lease Litigation)	M.D. La., 96-390
Gustafson v. Bridgestone/Firestone, Inc. (Recall Related Litigation)	S.D. Ill., 00-612-DRH
In re Bridgestone/Firestone Tires Prods. Liability Litigation	S.D. Ind., MDL No. 1373
Gaynoe v. First Union Corp. (Credit Card Litigation)	N.C. Super. Ct., 97-CVS-16536
Carson v. Daimler Chrysler Corp. (Fuel O-Rings Litigation)	W.D. Tenn., 99-2896 TU A
Providian Credit Card Cases	Cal. Super. Ct., J.C.C.P. 4085
Fields v. Great Spring Waters of Am., Inc. (Bottled Water Litigation)	Cal. Super. Ct., 302774
Sanders v. Great Spring Waters of Am., Inc. (Bottled Water Litigation)	Cal. Super. Ct., 303549
Sims v. Allstate Ins. Co. (Diminished Auto Value Litigation)	Ill. Cir. Ct., 99-L-393A
Peterson v. State Farm Mutual Auto. Ins. Co. (Diminished Auto Value Litigation)	Ill. Cir. Ct., 99-L-394A
Microsoft I-V Cases (Antitrust Litigation Mirroring Justice Dept.)	Cal. Super. Ct., J.C.C.P. 4106
Westman v. Rogers Family Funeral Home, Inc. (Remains Handling Litigation)	Cal. Super. Ct., C-98-03165
Rogers v. Clark Equipment Co.	Ill. Cir. Ct., 97-L-20
Garrett v. Hurley State Bank (Credit Card Litigation)	Miss. Cir. Ct., 99-0337
Ragoonanan v. Imperial Tobacco Ltd. (Firesafe Cigarette Litigation)	Ont. Super. Ct., 00-CV-183165 CP
Dietschi v. Am. Home Prods. Corp. (PPA Litigation)	W.D. Wash., C01-0306L
Dimitrios v. CVS, Inc. (PA Act 6 Litigation)	Pa. C.P., 99-6209
Jones v. Hewlett-Packard Co. (Inkjet Cartridge Litigation)	Cal. Super. Ct., 302887
In re Tobacco Cases II (California Tobacco Litigation)	Cal. Super. Ct., J.C.C.P. 4042
Scott v. Blockbuster, Inc. (Extended Viewing Fees Litigation)	136th Tex. Jud. Dist., D 162-535
Anesthesia Care Assocs. v. Blue Cross of Cal.	Cal. Super. Ct., 986677
Ting v. AT&T (Mandatory Arbitration Litigation)	N.D. Cal., C-01-2969-BZ
In re W.R. Grace & Co. (Asbestos Related Bankruptcy)	Bankr. D. Del., 01-01139-JJF
Talalai v. Cooper Tire & Rubber Co. (Tire Layer Adhesion Litigation)	N.J. Super. Ct.,, MID-L-8839-00 MT

Kent v. Daimler Chrysler Corp. (Jeep Grand Cherokee Park-to-Reverse Litigation)	N.D. Cal., C01-3293-JCS
Int'l Org. of Migration – German Forced Labour Compensation Programme	Geneva, Switzerland
Madsen v. Prudential Federal Savings & Loan (Homeowner's Loan Account Litigation)	3rd Jud. Dist. Ct. Utah, C79-8404
Bryant v. Wyndham Int'l., Inc. (Energy Surcharge Litigation)	Cal. Super. Ct., GIC 765441, GIC 777547
In re USG Corp. (Asbestos Related Bankruptcy)	Bankr. D. Del., 01-02094-RJN
Thompson v. Metropolitan Life Ins. Co. (Race Related Sales Practices Litigation)	S.D.N.Y., 00-CIV-5071 HB
Ervin v. Movie Gallery Inc. (Extended Viewing Fees)	Tenn. Ch., CV-13007
Peters v. First Union Direct Bank (Credit Card Litigation)	M.D. Fla., 8:01-CV-958-T-26 TBM
National Socialist Era Compensation Fund	Republic of Austria
In re Baycol Litigation	D. Minn., MDL No. 1431
Claims Conference–Jewish Slave Labour Outreach Program	German Government Initiative
Wells v. Chevy Chase Bank (Credit Card Litigation)	Md. Cir. Ct., C-99-000202
Walker v. Rite Aid of PA, Inc. (PA Act 6 Litigation)	C.P. Pa., 99-6210
Myers v. Rite Aid of PA, Inc. (PA Act 6 Litigation)	C.P. Pa., 01-2771
In re PA Diet Drugs Litigation	C.P. Pa., 9709-3162
Harp v. Qwest Communications (Mandatory Arbitration Lit.)	Or. Circ. Ct., 0110-10986
Tuck v. Whirlpool Corp. & Sears, Roebuck & Co. (Microwave Recall Litigation)	Ind. Cir. Ct., 49C01-0111-CP-002701
Allison v. AT&T Corp. (Mandatory Arbitration Litigation)	1st Jud. D.C. N.M., D-0101-CV-20020041
Kline v. The Progressive Corp.	Ill. Cir. Ct., 01-L-6
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Ratzlaff v. BOKF, NA d/b/a Bank of Oklahoma, et al. (Overdraft Fees)	Dist. Ct. Okla., No. CJ-2015-00859
Morton v. Greenbank (Overdraft Fees)	20th Jud. Dist. Tenn., No. 11-135-IV
Jacobs, et al. v. Huntington Bancshares Inc., et al. (FirstMerit Overdraft Fees)	Ohio C.P., No. 11CV000090

Hilsoft-cv-139

EXHIBIT 12

SETTLEMENT REGISTRATION/CLAIM FORM
Takata Airbag Settlement for
Certain Nissan and Infiniti 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:

(i) Bring or have brought your vehicle (one of the "Subject Vehicles" listed in Section II, below) to a Nissan or Infiniti dealership for the Takata Airbag Recall Remedy, as directed by a recall notice,

OR

(ii) Have sold or returned your Subject Vehicle after April 11, 2013 and prior to [Preliminary Approval Date], if your Subject Vehicle was recalled prior to [Preliminary Approval Date];

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 up to $500 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 Nissan or Infiniti dealership 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 April 11, 2013 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 April 11, 2013 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 a separate Registration/Claim Form for each Subject Vehicle to obtain a separate out-of-pocket Settlement Payment for each Recall Remedy performed on each Subject Vehicle you own(ed) or lease(d). However, claims for unreimbursed expenses can not 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, including the definition of Effective Date.

(6) Type or print legibly in blue or black ink. Do not use any highlighters. Provide **all** requested information to complete and submit this Form, 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 for any reason, 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)	
Nissan Versa ☐ 2001 ☐ 2002 ☐ 2003 ☐ 2004 ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011 ☐ 2012 ☐ 2013 ☐ 2014 ☐ 2015 ☐ 2016 ☐ 2017 ☐ 2018	**Nissan Versa Hatchback** ☐ 2001 ☐ 2002 ☐ 2003 ☐ 2004 ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011 ☐ 2012 ☐ 2013 ☐ 2014 ☐ 2015 ☐ 2016 ☐ 2017 ☐ 2018
Nissan Sentra ☐ 2001 ☐ 2002 ☐ 2003 ☐ 2004 ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011 ☐ 2012 ☐ 2013 ☐ 2014 ☐ 2015 ☐ 2016 ☐ 2017 ☐ 2018	**Nissan Pathfinder** ☐ 2001 ☐ 2002 ☐ 2003 ☐ 2004 ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011 ☐ 2012 ☐ 2013 ☐ 2014 ☐ 2015 ☐ 2016 ☐ 2017 ☐ 2018
Nissan Maxima ☐ 2001 ☐ 2002 ☐ 2003 ☐ 2004 ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011 ☐ 2012 ☐ 2013 ☐ 2014 ☐ 2015 ☐ 2016 ☐ 2017 ☐ 2018	**Infiniti I30** ☐ 2001 ☐ 2002 ☐ 2003 ☐ 2004 ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011 ☐ 2012 ☐ 2013 ☐ 2014 ☐ 2015 ☐ 2016 ☐ 2017 ☐ 2018
Infiniti I35 ☐ 2001 ☐ 2002 ☐ 2003 ☐ 2004 ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011 ☐ 2012 ☐ 2013 ☐ 2014 ☐ 2015 ☐ 2016 ☐ 2017 ☐ 2018	**Infiniti QX4** ☐ 2001 ☐ 2002 ☐ 2003 ☐ 2004 ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011 ☐ 2012 ☐ 2013 ☐ 2014 ☐ 2015 ☐ 2016 ☐ 2017 ☐ 2018
Infiniti FX35/45 ☐ 2001 ☐ 2002 ☐ 2003 ☐ 2004 ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011 ☐ 2012 ☐ 2013 ☐ 2014 ☐ 2015 ☐ 2016 ☐ 2017 ☐ 2018	**Infiniti M35/45** ☐ 2001 ☐ 2002 ☐ 2003 ☐ 2004 ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011 ☐ 2012 ☐ 2013 ☐ 2014 ☐ 2015 ☐ 2016 ☐ 2017 ☐ 2018

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. If you answered "No" to question 2 in this Section, did you sell, or return pursuant to a lease, your Subject Vehicle after April 11, 2013 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 Nissan?

☐ 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 payment 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 total potential payments of up to $500 from the Settlement Fund.

The Settlement Special Administrator will process and approve payments from the Settlement Fund in accordance with the terms of the Settlement Agreement. Payments for reimbursable out-of-pocket expenses will be made first, and if sufficient funds remain 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) sought to register 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 sufficient funds remain in the Settlement Fund and it is administratively feasible, the remaining funds 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 are additional funds remaining after paying all registered Class Members a maximum of $250 per Class Member, and if it is administratively feasible, the remaining funds will 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 Nissan. 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 Nissan or Infiniti Dealer	$	
Towing charges to a Nissan or Infiniti Dealer for completion of the Recall Remedy	$	
Childcare expenses necessary during the performance of the Recall Remedy by a Nissan or Infiniti Dealer	$	
Costs associated with repairing driver or passenger front airbags containing Takata ammonium-nitrate inflators	$	
Lost wages resulting from lost time from work from drop off and pick up to/from the Nissan or Infiniti 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 _____

*****

Nissan, 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.

EXHIBIT 7

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MDL No. 2599
MASTER CASE NO. 1:15-and-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 NISSAN DEFENDANTS

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

The Parties to the above-captioned economic loss actions currently pending against Nissan Motor Company, Ltd., and Nissan North America, Inc. (collectively, "Nissan") as part of this multidistrict litigation have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the "Settlement"). The Parties reached the Settlement through arm's-length negotiations over several months. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Plaintiffs and the proposed Class would fully, finally, and forever resolve, discharge, and release their economic loss claims against the Released Parties in exchange for Nissan's total payment of $97,679,141.00, less a 10% credit for the Rental Car/Loaner Program, to create a common fund to 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 Nissan's agreement to implement a Customer Support Program and Rental Car/Loaner Program, as set forth in the Settlement.[1]

The Settlement has been filed with the Court, and Plaintiffs have filed an Unopposed Motion for Preliminary Approval of Class Settlement with Nissan, and for Preliminary

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

Certification of the Class (the "Motion"), for settlement purposes only. Upon considering the Motion and exhibits thereto, the Settlement, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and Parties to these proceedings; (2) the proposed Class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure[2] 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 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.

[2] All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

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

1. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.

2. Venue is proper in this District.

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

3. It is well established that "[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue." *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006) (internal quotation marks 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.*; *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

4. 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 and 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, who sold or returned, pursuant to a lease, the Subject Vehicles after April 11, 2013 and through the date of the issuance of the Preliminary Approval Order. Excluded from this Class are: (a) Nissan, its officers, directors, employees and outside counsel; its affiliates and affiliates' officers, directors, agents, representatives, and employees; its distributors and distributors' officers, directors and employees; and Nissan'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 and 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.

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

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

(a) Numerosity: In the Action, more than 4.2 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 Trans.*, 789 F.2d 859, 878 (11th Cir. 1986) (numerosity satisfied where plaintiffs identified at least 31 class members "from a wide geographical area").

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

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

(d) Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed class representatives have interests antagonistic to the Class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant*, 202 F.R.D. at 314. Rule 23(a)(4) is satisfied here because there are no conflicts of interest between the 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 Employees Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

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

7. The Court appoints the following persons as class representatives: Agaron Tavitian, Enefiok Anwana, Harold Caraviello, David Brown, Errol Jacobsen, Julean Williams, Robert Barto, and Kathy Liberal.

8. 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 2700
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Tel: (305) 358-2800
Email: pprieto@podhurst.com
Lead Settlement Class Counsel

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Settlement Class Counsel

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Settlement Class Counsel

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Email: ecabraser@lchb.com
Settlement Class Counsel

Preliminary Approval of the Settlement

9. 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 § 11.26 (4th ed. 2010). "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.") (internal quotation marks omitted).

10. 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

11. 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.

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

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

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

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

16. 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.

17. The Parties' Settlement includes an Outreach Program by which a Settlement Special Administrator will take 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 includes, but is not limited to: (a) direct contact of Class Members via U.S. mail, landline and cellular telephone calls, social media, email and text message; (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. 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

18. 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.

19. Under the "relation back" rule provided under Section 1.468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that Nissan 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 18(b) and 18(c) of this Order or January 1 of the calendar year in which all of the requirements of Paragraph 18 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

20. The Court directs that a Fairness Hearing shall be scheduled for [_____] at _____ [a.m. or p.m.] [subject to the Court's availability, the parties recommend a date no earlier than the week of January 22, 2018], 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.

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

22. The Court directs that any person or entity within the Class definition who wishes to be excluded from the Class may exercise his, her, or its right to opt out of the Class by following the opt-out procedures set forth in the Long Form Notice at any time during the opt-out period. To be valid and timely, opt-out requests must be postmarked on or before the last day of the Opt-Out Period (the "Opt-Out Deadline"), which is 30 days before the Fairness Hearing [_____], must be mailed to [ADDRESS OF NOTICE ADMINISTRATOR], and must include:

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

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

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

(iv) the signature of the person or entity seeking to be excluded from the Class.

23. 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.

24. 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 Nissan, at the following addresses:

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

(b) Lead Settlement Class Counsel
Peter Prieto
PODHURST ORSECK, P.A.
Suntrust International Center
One S.E. 3rd Avenue, Suite
2700 Miami, Florida 33131

(c) Counsel for Nissan
E. Paul Cauley, Jr.
Drinker Biddle & Reath LLP
1717 Main Street, Suite 5400
Dallas, Texas 75201

25. For an objection to be considered by the Court, the objection must be postmarked or sent via overnight delivery no later than the Opt-Out Deadline of 30 days before the Fairness Hearing [_____], 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 Nissan 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).

26. 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

27. 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 [_____]. If Nissan chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing [_____].

28. 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 14 days before Fairness Hearing [_____]. If Nissan chooses to file a response to

timely filed objections to the Motion for Final Approval of the Settlement, it also must do so no later than 14 days before Fairness Hearing [_____].

Effect of Failure to Approve the Settlement or Termination

29. 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 Nissan's right to oppose class certification;

(iii) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Nissan or 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

30. Pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity (even those Class Members who validly and timely elect to be excluded from the Class, with the validity of the opt out request to be determined by the Court only at the Fairness Hearing), shall commence, continue or prosecute against any of the Released Parties (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. 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

31. 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.

32. Settlement Class Counsel and Nissan's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further

approval of the Court, minor changes to the Agreement, to the form or content of the Class Notice or to any other exhibits that the Parties jointly agree are reasonable or necessary.

33. The Parties are authorized to take all necessary and appropriate steps to establish the means necessary to implement the Agreement.

34. 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, Nissan, Nissan's Counsel, the Court and as otherwise provided in the Settlement Agreement.

35. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class.

36. 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 [_____];

(iii) If Nissan chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing [_____].

(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 30 days before the Fairness Hearing [_____];

(v) Class Members must file requests for exclusion from the Settlement no later than 30 days before the Fairness Hearing [_____];

(vi) The Settlement Notice Administrator must file with the Court, no later than 21 days before the Fairness Hearing [_____], (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 14 days before the Fairness Hearing [_____];

(viii) If Nissan chooses to file a response to timely filed objections to the Settlement, it shall do so no later than 14 days before the Fairness Hearing [_____]; and

(ix) The Fairness Hearing will be held on _____ at ____ a.m./p.m. [subject to the Court's availability, the Parties recommend a date no earlier than the week of January 22, 2018], 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 _____ 2017.

FEDERICO A. MORENO
UNITED STATES DISTRICT JUDGE

Copies furnished to:
Counsel of record