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7 **STATE OF WASHINGTON**  
8 **KING COUNTY SUPERIOR COURT**

9 STATE OF WASHINGTON,

10 Plaintiff,

11 v.

12 AMERICAN HONDA MOTOR CO.,  
13 INC. and HONDA OF AMERICA MGF.  
14 INC.,

15 Defendants.

NO.

CONSENT DECREE

**[CLERKS ACTION REQUIRED]**

16 Plaintiff, the State of Washington, acting by and through Attorney General Robert W.  
17 Ferguson, has brought this action pursuant to the provisions of the Washington Unfair Business  
18 Practices and Consumer Protection Act, RCW 19.86.010 *et seq.*, having filed a Complaint  
19 against the Defendants.

20 Plaintiff and Defendants, by their counsel, have agreed to the entry of this Consent  
21 Decree by this Court without trial or adjudication of any issue of fact or law and without  
22 admission of any wrongdoing or admission of any of the violations of the Washington Unfair  
23 Business Practices and Consumer Protection Act, RCW 19.86.010 *et seq.* or any other law as  
24 alleged by Plaintiff.

25 Contemporaneous with the filing of this Consent Decree, Defendants are entering into  
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1 similar agreements with the Attorneys General<sup>1</sup> of Alabama, Alaska, Arkansas, Colorado,  
2 Connecticut, Delaware, District of Columbia, Florida, Georgia, Guam, Idaho, Illinois, Indiana,  
3 Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota,  
4 Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New York,  
5 North Carolina, North Dakota, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Rhode  
6 Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West  
7 Virginia, Wisconsin and Wyoming, hereinafter collectively (including the State of Washington)  
8 referred to as “Attorneys General” or “Signatory Attorneys General.”

#### 9 **PRELIMINARY STATEMENT**

10 WHEREAS, since December 2015, an Attorneys General Multistate Working Group has  
11 been engaged in an investigation regarding American Honda Motor Co., Inc.’s and Honda of  
12 America Mfg., Inc.’s (hereinafter referred to collectively as “Honda” or “Defendants”) use of  
13 Takata Airbags in Honda Vehicles, the use of which compromised the safety of the vehicles.

14 WHEREAS, this Consent Decree is agreed to by the Parties and entered into solely for  
15 the purpose of allowing the Parties to avoid further expenses of litigation and to avoid protracted  
16 litigation.

17 NOW THEREFORE, upon the consent of the Parties hereto, IT IS HEREBY  
18 ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

#### 19 **I. PARTIES**

20 1.1 Plaintiff is the State of Washington.

21 1.2 Defendants are American Honda Motor Co., Inc., and Honda of America Mfg.,  
22 Inc.

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25 <sup>1</sup> With regard to Maryland, any references to the Attorney General or Attorneys General shall mean the  
26 Consumer Protection Division, Office of the Attorney General of Maryland.



1 any regulations associated with such statutes, as well as common law and equitable claims.

2 4.3 “Covered Conduct” shall mean business practices, acts, representations and  
3 omissions, by any of the Released Parties, whether actual or alleged, related to the design, testing,  
4 manufacture, purchase, advertising, installation, or recall of Takata Airbags, to the extent such  
5 conduct provides the basis for a claim under any actual or potential Applicable Consumer  
6 Protection Law. For the avoidance of doubt, Covered Conduct includes any notice or  
7 communications by the Released Parties related to Takata Airbags. As of the Effective Date,  
8 Honda represents that it does not know of any defect related to motor vehicle safety and does  
9 not have any evidence of a defect related to motor vehicle safety in unrecalled Takata inflators  
10 supplied to Honda with phase-stabilized ammonium nitrate containing desiccant. The term  
11 “defect related to motor vehicle safety” is to be construed in accordance with how those words  
12 are defined in 49 U.S.C. § 30102 and used in 49 U.S.C. § 30118.

13 4.4 “Effective Date” shall mean August 12, 2020, notwithstanding the date of the  
14 entry of this Order by the Court.

15 4.5 “Frontal Airbag Module” shall mean the frontal airbag inflator and other frontal  
16 airbag component parts.

17 4.6 “Honda Vehicles” shall mean all automobiles distributed by American Honda  
18 Motor Co., Inc. for sale in the United States, whether they bear the “Honda” or “Acura” label.

19 4.7 “Inflator Rupture” shall mean an incident (or alleged incident) occurring in the  
20 field, in the United States, by which some mechanism (e.g., excessive internal pressure inside  
21 the inflator) causes the inflator body to burst or break apart at any time during the air bag  
22 deployment sequence. Signs of an inflator rupture include, but are not limited to, unusual tears  
23 in airbag cushion fabric and/or metal shards detected or found in the vehicle passenger  
24 compartment.

25 4.8 “ISO” refers to the International Organization for Standardization.  
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1           4.9     “ISO 9001” and “ISO/TS 16949” certifications refer to those specific standards  
2 issued under the auspices of the International Organization for Standardization.

3           4.10    “IATF” refers to the International Automotive Task Force working in  
4 coordination with the ISO technical committee(s).

5           4.11    “Multistate Executive Committee” shall mean the Attorneys General of  
6 Arkansas, Connecticut, District of Columbia, Florida, Georgia, Maryland, New Jersey, Oregon,  
7 South Carolina, South Dakota, and Texas.

8           4.12    “Multistate Working Group” shall mean the Attorneys General of Alabama,  
9 Alaska, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia,  
10 Guam, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland,  
11 Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New  
12 Hampshire, New Jersey, New York, North Carolina, North Dakota, Northern Mariana Islands,  
13 Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas,  
14 Utah, Vermont, Virginia, West Virginia, Washington, Wisconsin and Wyoming.

15          4.13    “Released Parties” shall mean Honda, its subsidiaries and affiliates, and in their  
16 official capacities, all present and former officers, directors, agents, employees, and  
17 representatives of such entities.

18          4.14    “Takata” shall mean TK Holdings, Inc., Takata Americas, TK Finance, LLC, TK  
19 China, LLC, Takata Protection Systems Inc., Interiors in Flight Inc., TK Mexico Inc., TK  
20 Mexico LLC, TK Holdings de Mexico, S. de R.L. de C.V., Industrias Irvin de Mexico, S.A. de  
21 C.V., Takata de Mexico, S.A. de C.V., and Strosshe-Mex S. de R.L. de C.V.

22          4.15    “Takata Airbags” shall mean all Frontal Airbag Modules designed,  
23 manufactured, supplied or sold by Takata and which utilize ammonium nitrate as the propellant,  
24 regardless of whether such airbags have been subject to a safety recall pursuant to the Federal  
25 Motor Vehicle Safety Act.

26          4.16    “Tier 1 Suppliers” shall mean manufacturers or suppliers that provide airbag

1 assemblies or airbag components directly to Honda for installation in its motor vehicles.

2 4.17 "United States" shall mean the 50 states, District of Columbia, and all of its  
3 territories.

#### 4 **V. INJUNCTIVE RELIEF**

5 Except as otherwise stated herein, the Released Parties are hereby permanently enjoined  
6 from:

7 5.1 Advertising, promoting, or otherwise representing in any way that is false,  
8 deceptive, or misleading (a) its airbags, (b) the safety of its airbags, (c) the safety of any  
9 components of its airbags, including, but not limited to, ammonium nitrate, or (d) the overall  
10 safety of its vehicles, except that subsection (d) shall not apply to representations that solely  
11 address the safety of a specific vehicle component other than airbags or airbag components;

12 5.2 Engaging in acts or practices which constitute violations of Applicable Consumer  
13 Protection Law in connection with: (1) the offer or sale of Honda Vehicles equipped with airbags,  
14 to the extent Honda provides any guidance, directive, notice or other communication to dealers  
15 or consumers concerning the offer or sale of such vehicles, or (2) the design, testing, purchase  
16 or installation of airbags in Honda Vehicles; and

17 5.3 In its communications directed to consumers, including advertising, making  
18 representations regarding the safety of its airbags, or components of such airbags, unless those  
19 representations have a reasonable scientific or engineering basis.

#### 20 **VI. ADDITIONAL RELIEF**

21 It is further Ordered, Adjudged and Decreed that:

22 6.1 Honda shall make the following improvements to its product safety and integrity  
23 processes pertaining to new Honda Vehicles after the Effective Date:

24 a) Designing, documenting and implementing or maintaining risk management  
25 processes including independently addressing supplier fraud and high impact safety issues; and

26 b) Updating or bringing into conformity, as necessary, and maintaining conformity

1 with best industry practices quality manuals, guidelines, and related reference and instructional  
2 materials used in North America, including supplier and quality control manuals.

3 6.2 Honda shall make the following improvements to its product safety and integrity  
4 processes pertaining to frontal airbags it installs in new Honda Vehicles after the Effective Date<sup>2</sup>:

5 a) Adopting and complying in all respects with frontal airbag inflator standards that  
6 are consistent with or more stringent than those set forth by the United States Council for  
7 Automotive Research (USCAR24), as revised from time to time;

8 b) Maintaining ISO9001:2015 or IATF 16949 (previously ISO/TS 16949)  
9 certifications, and any successor or superseding certifications, for Honda's manufacturing  
10 facilities;

11 c) Requiring and documenting that Tier 1 Suppliers of Frontal Airbag Modules to  
12 Honda have current ISO 9001:2015 or IATF 16949 (previously ISO/TS 16949) certifications,  
13 and any successor or superseding certifications;

14 d) Adopting and maintaining policies and procedures to ensure compliance with its  
15 obligations under this Consent Decree, including:

16 1. Directing all airbag inflator suppliers, prior to the start of any testing or  
17 evaluation of a new airbag inflator design, to submit all qualitative information about proposed  
18 inflator propellants to Honda and to get an approval from Honda to conduct tests/evaluation  
19 using the subject propellants;

20 2. Adopting testing protocols which include thermal cycling and assessment  
21 of the effect of moisture on propellant combustion. For tests that evaluate the effect of potential  
22 moisture intrusion, Honda will require that moisture be added to the propellant prior to testing;

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23 <sup>2</sup> Paragraphs 6.2(d)(1)-(d)(6) and 6.2(f) of this Consent Decree do not apply to the two specific electric  
24 powertrain vehicle models (to be branded as either Honda or Acura) utilizing GM Ultium batteries and OnStar  
25 connected services to be manufactured by General Motors in North America and distributed for sale by  
26 American Honda Motor Co., Inc. in the United States starting in Model Year 2024 pursuant to an agreement  
announced by GM and Honda on April 2, 2020. These two vehicles have Frontal Airbag Modules designed and  
developed by General Motors in conjunction with its suppliers.

1                   3.       Conducting visits to suppliers during the development process for frontal  
2 airbag inflators to assess compliance with testing requirements and satisfaction of development  
3 milestones;

4                   4.       Requiring airbag inflator suppliers to disassemble, examine, test, and  
5 evaluate airbag inflators under the direct observation of Honda personnel, as part of the revised  
6 testing protocol;

7                   5.       Requiring that airbag inflator suppliers provide Honda with photographs,  
8 test results, and access to test data relating to the performance of inflator designs and  
9 components, as part of the inflator evaluation process and testing protocol; and

10                  6.       Requiring that the development process for any new airbag inflator be  
11 completed, and the final design be verified and approved by Honda before the design will be  
12 considered for use in a new Honda Vehicle.

13                  e)       Maintaining records, such as QAV-1 and QAV-2 audit records, of Frontal Airbag  
14 Module supplier visits, including the name of the respective Honda representative who attended,  
15 employment capacity, description of visit purpose and tasks performed, results of any audits  
16 conducted, and any observations or concerns noted by the Honda representative;

17                  f)       Ensuring that all new airbag inflator designs installed in Frontal Airbag Modules  
18 in Honda Vehicles following the Effective Date will include features intended to counteract the  
19 potential for Inflator Rupture and reduce the effects on vehicle occupants if an Inflator Rupture  
20 occurs;

21                  g)       Ensuring that there are adequate processes for identifying, tracking/tracing,  
22 handling, replacing and documenting Frontal Airbag Modules;

23                  h)       Designing, documenting and implementing processes for identifying safety or  
24 quality issues for frontal airbags, including the contents of said frontal airbags, as long as the  
25 contents are not the proprietary intellectual property of the supplier;  
26



1 i) Labeling all Frontal Airbag Modules with machine readable labels, so that  
2 production lots can be readily identified; and

3 j) Requiring mandatory training for all employees in the United States involved  
4 with designing, procuring, or handling Frontal Airbag Modules. Should Honda use the services  
5 of consultants or independent contractors for these functions in the future, this subparagraph also  
6 shall apply to them. Further, this subparagraph shall apply with respect to new employees with  
7 relevant responsibilities and to employees whose jobs have changed to include relevant  
8 responsibilities. The training required by this subparagraph shall be conducted by the quality  
9 divisions or appropriate other groups within Honda.

10 6.3 Honda shall train all its management level employees responsible for the  
11 implementation of the terms of this Consent Decree about the Consent Decree requirements and  
12 incorporate this training into its on-boarding training for any new management level employee  
13 whose responsibilities are related to the implementation of the terms of this Consent Decree.

14 6.4 Honda shall implement internal complaint and reporting procedures, including,  
15 but not limited to, processes and procedures to enable Honda employees, including engineers or  
16 other personnel, to report confidentially and anonymously any concerns with product safety or  
17 testing data to an independent third party, and to prohibit retaliation in any form against any  
18 employee who makes or is suspected of making such a complaint. Honda shall, for a period of  
19 five (5) years from the date of its receipt of a complaint, maintain records of any such complaint  
20 detailing the date of the complaint, the subject matter of the complaint, a description of Honda's  
21 response to the complaint, and the date(s) of any corrective action(s) taken in response to the  
22 complaint.

23 6.5 Honda shall continue to identify and replace recalled Takata airbag inflators as  
24 set forth in the National Highway Traffic Safety Administration's ("NHTSA") Coordinated  
25 Remedy Order, as amended previously or in the future, particularly in the Alpha Population.  
26 Such efforts shall continue for so long as required by NHTSA.

1           6.6     Honda shall continue to publicize on its United States-facing website, in at least  
2 English and Spanish, the following information regarding the current status of its efforts to  
3 replace Takata Airbags under recall in the United States: (a) the models and model years in which  
4 Takata Airbags are subject to recall, (b) the total number of airbags recalled and (c) the total  
5 number of airbags replaced. Such information shall be updated at least monthly. The  
6 requirements of this Paragraph shall terminate one year after the date on which NHTSA either  
7 terminates the Coordinated Remedy Order or closes its investigation EA15-001, whichever  
8 occurs first.

9           6.7     Honda shall notify the Attorney General of South Carolina, as lead state of the  
10 Multistate Working Group, of any new Takata Airbag-related recalls in the United States  
11 involving Honda Vehicles. Honda shall provide such notice within three (3) business days of the  
12 date that Honda notifies such action to NHTSA or is required to issue such recall notice by  
13 NHTSA. In addition, Honda shall also notify the Attorney General of South Carolina, as lead  
14 state of the Multistate Working Group, of any new rupture events within the United States  
15 resulting in death or injury within seven (7) business days of the date Honda notifies NHTSA.

16           6.8     Honda shall comply in all respects with the NHTSA Coordinated Remedy Order,  
17 including amendments (“CRO”), regarding Takata Airbags. Honda shall notify the Attorney  
18 General of South Carolina, as lead state of the Multistate Working Group, of any breaches or  
19 failures to comply with the terms of the CRO. In addition, Honda shall notify the Attorney  
20 General of South Carolina, as lead state of the Multistate Working Group, of any NHTSA or  
21 court finding that Honda has breached or otherwise failed to comply with the terms of the CRO.  
22 The Washington Attorney General may or may not, in its discretion, treat any such breach or  
23 other failure to comply as a breach of this Consent Decree. Nothing herein should be construed  
24 to suggest that Honda agrees that any violation of the CRO amounts to a violation of this  
25 agreement, or, in any way, waives its right to challenge any assertion that this agreement has  
26 been breached when such assertion is based, in whole or in part, upon a violation of the CRO.

6.9 Honda shall provide the Attorney General of South Carolina, as lead state of the Multistate Working Group, a copy of every publicly-available report provided to NHTSA under the terms of the CRO, including amendments.

## VII. PAYMENT PROVISIONS

7.1 Honda shall pay the States Eighty-Four Million, One Hundred and Fifty-One Thousand, Two Hundred and Ten Dollars and Fifteen Cents (\$84,151,210.15) to be divided and paid by Honda directly to each Signatory Attorney General of the Multistate Working Group in an amount to be designated in writing by and in the sole discretion of the Multistate Executive Committee. Within fifteen (15) days of Honda's receipt of written notice of (i) a copy of the Consent Decree filed with the Court and (ii) payment instructions, Honda shall pay \$1,833,423.77 to the Attorney General of Washington. Said payment shall be used by the State of Washington for such purposes that may include, but are not limited to, attorneys' fees and other costs of investigation and litigation, or to be placed in, or applied to, the consumer protection law enforcement fund, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of each Signatory Attorney General. In no event shall any payment made by Honda under this paragraph be construed as a penalty or forfeiture, or as a payment in lieu of a penalty or forfeiture.

7.2 Within fifteen (15) days of the Effective Date, Honda shall pay One Million Dollars (\$1,000,000.00) by wire transfer payable to the National Association of Attorneys General (“NAAG”). This amount shall be placed in the National Attorneys General Training and Research Institute (“NAGTRI”) Endowment Fund. NAGTRI is the training and research arm of the National Association of Attorneys General. Upon making this payment to NAAG, Honda shall notify the Attorney General of South Carolina, as lead state of the Multistate Working Group.

## VIII. RELEASE

8.1 By execution of this Consent Decree and following a full and complete payment of the sums provided by paragraphs 7.1 and 7.2 herein, the Attorney General of Washington releases and discharges, to the fullest extent permitted by law, the Released Parties from any and all civil causes of action, claims, damages, costs, attorneys' fees, or penalties arising from the Covered Conduct occurring before or as of the Effective Date that the Washington Attorney General, either in his or her sovereign enforcement capacity or as *parens patriae*, has asserted or could have asserted against any of the Released Parties and constituting a claim under Applicable Consumer Protection Law (the "Released Claims").

8.2 Notwithstanding any term of this Consent Decree, the following do not comprise Released Claims:

a) Private rights of action, including any claims consumers have or may have on an individual or class basis under state consumer protection laws against any person or entity, including Honda;

b) Claims of environmental or tax liability;

c) Criminal liability;

d) Claims for property damage;

e) Claims alleging violations of state, local, or federal securities laws;

f) Claims alleging violations of state, local, or federal antitrust laws;

g) Any other civil or administrative liability that any person or entity, including the Released Parties, has or may have to the State of Washington and any subdivision thereof, not covered by the release in Paragraph 8.1;

h) Any obligations created under this Consent Decree; and

i) Any claims, other than Applicable Consumer Protection Law, related to the Covered Conduct.

1 **IX. DISPUTE RESOLUTION**

2 9.1 If the Attorney General of Washington believes that Honda has failed to comply  
3 with any provision of this Consent Decree and, if in the Attorney General of Washington's sole  
4 discretion the failure to comply does not threaten the health or safety of the citizens of the State  
5 of Washington and/or does not create an emergency requiring immediate action, the Attorney  
6 General of Washington shall provide notice to Honda of such alleged failure to comply and  
7 Honda shall have thirty (30) days from receipt of such notice to provide a good faith written  
8 response, including either a statement that Honda believes it is in full compliance with the  
9 relevant provision or a statement explaining how the violation occurred, how it has been  
10 addressed or when it will be addressed, and what Honda will do to make sure the violation does  
11 not occur again. Within that thirty (30) day period, Honda may request a meeting to discuss the  
12 alleged violation. If Honda makes such a request, the State shall meet with Honda, either by  
13 phone or in person, at the earliest possible date, but in no event more than ten (10) business days  
14 from the date of Honda's request. Honda shall provide its written response in advance of any  
15 meeting with the Attorney General of Washington, unless the Attorney General of Washington  
16 agrees to waive this requirement. The request for, or occurrence of, a meeting does not enlarge  
17 the period of time for Honda to provide its written response, although the Attorney General of  
18 Washington may agree to provide Honda with more than thirty (30) days to respond. The  
19 Attorney General of Washington shall receive and consider the response from Honda prior to  
20 initiating any proceeding for any alleged failure to comply with this Consent Decree.

21 9.2 Nothing in this Section shall be construed to limit the Attorney General of  
22 Washington's authority, including his authority provided under Applicable Consumer Protection  
23 Law.

24 9.3 It is the Parties' intent that nothing in this Consent Decree shall create a conflict  
25 with (i) federal, state, or local law applicable to Honda or (ii) any provision of the CRO or other  
26 orders or instructions issued by NHTSA. The Parties agree that the requirements of law or

1 applicable provisions of the CRO shall take precedence over the requirements of this Consent  
2 Decree.

3 9.4 In the event that Honda believes a conflict outlined in Paragraph 9.3 exists, Honda  
4 must notify the Attorney General of Washington of the alleged conflict, stating with specificity  
5 the provision of this Consent Decree it believes conflicts with the item(s) outlined in Paragraph  
6 9.3 above. The Attorney General of Washington shall respond in writing to Honda's notification  
7 of the alleged conflict within thirty (30) days. In the interim, Honda shall continue to comply  
8 with the terms of this Consent Decree to the extent possible.

9 **X. CONSENT TO DECREE**

10 10.1 Honda consents to each member of the Multistate Working Group filing a  
11 Consent Decree containing these terms, along with all other necessary pleadings, including  
12 Complaints, in their respective jurisdictions. Honda waives any challenge to jurisdiction or  
13 venue.

14 10.2 Honda agrees to accept service of the Signatory Attorney General's Complaint  
15 and this Consent Decree and waives any defect associated with service. Honda does not require  
16 issuance or service of a Summons.

17 10.3 Honda admits to the jurisdiction of this Court and consents to the entry of this  
18 Consent Decree and to the rights of the Attorney General of Washington to enforce the terms  
19 and conditions of this Consent Decree.

20 10.4 Honda states that no promise of any kind or nature whatsoever (other than the  
21 written terms of this Consent Decree) was made to Honda to induce Honda to enter into this  
22 Consent Decree, that Honda has entered into this Consent Decree voluntarily, and that this  
23 Consent Decree constitutes the full and complete terms of the agreement between Honda and the  
24 Attorney General of Washington.

25 10.5 Honda agrees to execute and deliver such authorizations, documents, and  
26

1 instruments as are required under the various judicial procedures for acceptance of this Consent  
2 Decree in the jurisdiction in which it is being filed.

### 3 **XI. GENERAL PROVISIONS**

4 11.1 Honda is entering into this Consent Decree solely for the purposes of settlement,  
5 and nothing contained herein may be taken as or construed to be an admission by Honda of any  
6 violation of any law, regulation or local requirement, contractual obligation, or any duty  
7 whatsoever whether based in statute, regulation, common law, contract, or otherwise, all of  
8 which Honda expressly denies. This Consent Decree is not intended to constitute evidence or  
9 precedent of any kind except in any action or proceeding by one of the Parties to enforce, rescind,  
10 or otherwise implement or affirm any or all terms of this Consent Decree.

11 11.2 This Consent Decree shall be binding upon the Parties and their successors and  
12 assigns. In no event shall assignment of any right, power, or authority under this Consent Decree  
13 avoid compliance with this Consent Decree.

14 11.3 If the Signatory Attorney General is required to file a petition to enforce any  
15 provision of this Consent Decree against Honda, Honda agrees to pay all court costs and  
16 reasonable attorneys' fees, to the extent permitted by Washington law, associated with any  
17 successful petition to enforce any provision of this Consent Decree against Honda.

18 11.4 Honda shall provide a copy of this Consent Decree to, or otherwise fully apprise,  
19 its officers, directors, employees, agents and contractors responsible for carrying out and  
20 effecting the terms of this Consent Decree. To the extent the individuals occupying the above  
21 listed positions change, Honda shall provide a copy of this Consent Decree to the replacements  
22 within thirty (30) days from the date on which such person assumes his/her position with Honda.

23 11.5 The Parties understand and agree that this Consent Decree shall not be construed  
24 as an approval or a sanction by the Attorney General of Washington of Honda's business  
25 practices, nor shall Honda represent that this Consent Decree constitutes an approval or sanction  
26 of its business practices. The Parties further understand and agree that any failure by the Attorney

1 General of Washington to take any action in response to any information submitted pursuant to  
2 this Consent Decree shall not be construed as an approval, waiver, or sanction of any  
3 representations, acts, or practices indicated by such information, nor shall it preclude action  
4 thereon at a later date, except as provided by the release set forth in Section VIII of this Decree.

5 11.6 Nothing in this Consent Decree shall prevent Honda from fulfilling its obligations  
6 to comply with this Consent Decree through the assistance of third parties who are not Released  
7 Parties. However, regardless of whether third parties so assist Honda, it is solely Honda's  
8 responsibility to ensure that the obligations of this Consent Decree are satisfied.

9 11.7 Nothing in this Consent Decree shall be construed to waive, limit, or expand any  
10 claims of sovereign immunity the State may have in any action or proceeding.

11 11.8 Nothing in this Consent Decree shall be construed to create, waive, limit or  
12 expand any private right of action.

13 11.9 This Consent Decree shall operate as an injunction issued under RCW 19.86.080  
14 which shall be enforceable under RCW 19.86.080, provided, however, that nothing in this  
15 Consent Decree shall constitute an admission or finding that any Defendant has been engaged or  
16 is engaged in any violation of Applicable Consumer Protection Law or has otherwise acted  
17 unlawfully.

18 11.10 Honda agrees that any violations of this Consent Decree are subject to applicable  
19 penalties under the laws of the State wherein this Consent Decree is entered.

20 11.11 Unless otherwise prohibited by law, this Consent Decree may be executed at  
21 different times and locations in counterparts, each of which shall be deemed an original, but all  
22 of which together constitute one and the same instrument.

23 11.12 Nothing in this Consent Decree shall provide any rights or permit any person or  
24 entity not a party hereto, including any State or Attorney General not a member of the Multistate  
25 Working Group, to enforce any provision of this Consent Decree.

26 11.13 Each party has cooperated in (and in any construction to be made of this Consent



1 Decree shall be deemed to have cooperated in) the drafting and the preparation of this Consent  
2 Decree. Any rule of construction to the effect that any ambiguities are to be resolved against the  
3 drafting party shall not be employed in any interpretation of this Consent Decree.

4 11.14 All filing fees associated with commencing this action and obtaining this Court's  
5 approval and entry of this Consent Decree shall be borne by Honda.

6 11.15 Honda agrees that this Consent Decree does not entitle it to seek or to obtain  
7 attorneys' fees as a prevailing party under any statute, regulation, or rule, and Honda further  
8 waives any right to attorneys' fees that may arise under such statute, regulation, or rule.

9 11.16 The provisions of this Consent Decree which state that Honda shall perform a  
10 certain action or engage in certain practices or conduct itself in a certain manner (e.g., comply  
11 with various statutes), shall not be construed to imply that Honda did not perform that action or  
12 engage in that practice or conduct itself in that manner before the execution of this Consent  
13 Decree. Likewise, the provisions of this Consent Decree stating that Honda shall not perform a  
14 certain action or engage in certain practices or conduct itself in a certain manner, shall not be  
15 construed to imply that Honda performed that action, or engaged in that practice, or conducted  
16 itself in that manner before the execution of this Consent Decree.

17 11.17 Neither this Consent Decree nor anything therein shall be construed or used as a  
18 waiver, limitation or bar on any defense otherwise available to Honda, or on Honda's right to  
19 defend itself from or make arguments in any pending or future legal or administrative action,  
20 proceeding, local or federal claim or suit, including without limitation, private individual or class  
21 action claims or suits, relating to Honda's conduct prior to the execution of this Consent Decree,  
22 or to the existence, subject matter or terms of this Consent Decree.

23 11.18 The terms of this Consent Decree may be modified only by a subsequent written  
24 agreement signed by all Parties.

25 11.19 This Consent Decree may only be enforced by the Parties.  
26

1 11.20 Whenever Honda shall provide notice to the Attorney General of Washington  
2 under this Consent Decree, that requirement shall be satisfied by sending notice to:

3  
4 MARC WORTHY  
Assistant Attorney General  
Attorneys for Plaintiff State of Washington  
5 800 Fifth Avenue, Suite 2000  
6 Seattle, WA 98104  
(206) 464-6388  
7 Marc.Worthy@atg.wa.gov

8 Any notice or other documents sent to Honda pursuant to this Consent Decree shall be  
9 sent to:

10 Ashley L. Taylor, Jr.  
11 Troutman Pepper LLP  
1001 Haxall Point, 15<sup>th</sup> floor  
12 Richmond, VA 23219  
Direct: 804-697-1286  
13 Mobile: 804-310-0934  
ashley.taylor@troutman.com

14 And

15 Roman D. Hernandez, WSBA #39939  
16 Troutman Pepper Hamilton Sanders LLP  
100 SW Main St., Suite 1000  
17 Portland, OR 97204  
(503)-290-2327  
18 Roman.hernandez@troutman.com

19 And

20 Clayton S. Friedman  
21 Crowell & Moring LLP  
3 Park Plaza, 20<sup>th</sup> Floor  
22 Irvine, CA 92614  
Direct: 949-798-1316  
23 Mobile: 949-500-7479  
cfriedman@crowell.com

24 And  
25  
26

1 Doug Bishop  
2 Assistant General Counsel  
3 American Honda Motor Co., Inc.  
4 700 Van Ness Ave  
5 Torrance, CA 90501  
6 Direct: 310-781-4732  
7 doug\_bishop@hna.honda.com

8 All notices or other documents to be provided under this Consent Decree shall be sent by  
9 United States mail, certified mail return receipt requested, or other nationally recognized courier  
10 service that provides for tracking services and identification of the person signing for the notice  
11 or document, and shall have been deemed to be sent upon mailing. Any party may update its  
12 designee or address by sending written notice to the other party informing them of the change.

13 11.21 Paragraphs 6.2(a), 6.2(b), 6.2(c), 6.2(e), 6.2(g), 6.2(h), 6.2(i), 6.2(j), 6.3, 6.7, 6.9,  
14 and 11.4 of this Consent Decree will expire five (5) years after the Effective Date plus any  
15 applicable implementation period set forth in Paragraph 11.22. Paragraphs 6.1, 6.2(d), 6.2(f),  
16 and 6.4 of this Consent Decree will expire ten (10) years after the Effective Date plus any  
17 applicable implementation period set forth in Paragraph 11.22.

18 11.22 Notwithstanding any other provision of this Consent Decree, the obligations  
19 created by Paragraphs 6.2(a), 6.2(b), 6.2(c), 6.2(e), 6.2(f), 6.2(h), 6.2(i), 6.2(j), 6.4, and 11.4 shall  
20 not take effect until 90 days after the Effective Date and the obligations created by Paragraphs  
21 6.1, 6.2(d), 6.2(g), and 6.3 shall not take effect until 180 days after the Effective Date.

## 22 **XII. COMPLIANCE WITH ALL LAWS**

23 12.1 Nothing in this Consent Decree shall be construed as relieving Honda of its  
24 obligations to comply with all state, local, and federal laws, regulations or rules, or as granting  
25 permission to engage in any acts or practices prohibited by such law, regulation or rule.

## 26 **XIII. REPRESENTATIONS AND WARRANTIES**

13.1 As of the Effective Date, Honda warrants and represents that it does not know of  
any defect related to motor vehicle safety and does not have any evidence of a defect related to

1 motor vehicle safety in unrecalled Takata inflators supplied to Honda with phase-stabilized  
2 ammonium nitrate containing desiccant. The term “defect related to motor vehicle safety” is to  
3 be construed in accordance with how those words are defined in 49 U.S.C. § 30102 and used in  
4 49 U.S.C. § 30118.

5 13.2 Honda warrants and represents that it manufactured, manufactures, offered,  
6 offers, sold, sells, distributed and distributes vehicles in the United States.

7 13.3 Defendants warrant and represent that they are the proper parties to this Consent  
8 Decree and that American Honda Motor Co., Inc., and Honda of America Mfg., Inc., are the true  
9 legal names of the entities agreeing to this Consent Decree.

10 13.4 The undersigned counsel for the State of Washington warrants and represents that  
11 he is fully authorized to execute this Consent Decree on behalf of the State of Washington.

12 13.5 Counsel for Honda shall provide a corporate resolution authorizing the execution  
13 of this Consent Decree on its behalf and warrants and represents that (s)he is fully authorized to  
14 execute this Consent Decree on behalf of Honda.

15 13.6 Honda acknowledges and agrees that the Multistate Working Group members  
16 have relied on all of the representations and warranties set forth in this Consent Decree and that  
17 if any such representation is proved false, unfair, deceptive, misleading or inaccurate in any  
18 material respect, the Multistate Working Group members, by and through their respective  
19 Attorneys General, have the right to seek any relief or remedy afforded by law or equity in their  
20 respective states.

21 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

22 JOINTLY APPROVED FOR ENTRY AND SUBMITTED BY:  
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24  
25  
26

1 For Defendant:

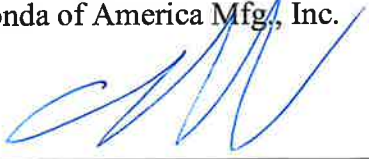
2 National Counsel for American Honda Motor Co., Inc. and  
3 Honda of America Mfg., Inc.

4 By: Ashley L. Taylor, Jr.

5 Ashley L. Taylor, Jr.  
6 TROUTMAN PEPPER HAMILTON SANDERS LLP  
7 1001 Haxall Point, 15<sup>th</sup> Floor  
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11 ashley.taylor@troutman.com  
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1 For Defendant:

2 National Counsel for American Honda Motor Co., Inc. and  
3 Honda of America Mfg., Inc.

4 

5 Clayton S. Friedman  
6 Crowell & Moring LLP  
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1 For American Honda Motor Co., Inc. and  
2 Honda of America Mfg., Inc.

3 By: Catherine M. McEvilly  
4 Catherine M. McEvilly  
5 Senior Vice President & General Counsel  
6 American Honda Motor Co., Inc.  
7 700 Van Ness Ave  
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1 Local Counsel for American Honda Motor Co., Inc. and  
2 Honda of America Mfg., Inc.

3  
4 By: 

Washington Bar No. 39939

Román D. Hernández

5 TROUTMAN PEPPER HAMILTON SANDERS LLP

100 SW Main St., Suite 1000

6 Portland, OR 97204

503-290-2327 (phone)

7 503-290-2405 (facsimile)

roman.hernandez@troutman.com



1 For Plaintiff:

2 ROBERT W. FERGUSON  
3 Attorney General  
4

5 s/ Marc Worthy

6 MARC WORTHY, WSBA #29750  
7 Assistant Attorney General  
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**Exhibit A – Honda/Acura Vehicles Originally Equipped with**  
***Alpha* Inflators**

Make/Model	Model Year	Recall	VIN Range	Manufacture Date
Accord 2-Door	2001	09V-259	1HGCG22561A000014 - 1HGCG22471A035443 1HGCG32571A000013 - 1HGCG325X1A032650	7/18/2000 - 8/3/2001 7/18/2000 - 7/30/2001
		10V-041	1HGCG22501A014572 - 1HGCG22491A036691 1HGCG32701A018631 - 1HGCG32781A034267	1/15/2001 - 8/14/2001 3/21/2001 - 8/14/2001
		11V-260	1HGCG22551A007875 - 1HGCG22461A036745 1HGCG32531A004530 - 1HGCG316X1A034375	11/6/2000 - 8/15/2001 11/4/2000 - 8/15/2001
Accord 2-Door	2002	09V-259	1HGCG22542A001082 - 1HGCG22562A010432 1HGCG32022A001110 - 1HGCG32502A008343	8/23/2001 - 11/14/2001 8/22/2001 - 11/16/2001
			1HGCG22582A000145 - 1HGCG22502A032863 1HGCG32032A000001 - 1HGCG32132A030382	8/15/2001 - 6/28/2002 6/12/2001 - 6/28/2002
		11V-260	1HGCG22562A000001 - 1HGCG22592A029461 1HGCG32052A000002 - 1HGCG32592A014528	8/15/2001 - 5/20/2002 8/8/2001 - 1/28/2002
Accord 4-Door	2001	09V-259	1HGCF85461A000202 - 1HGCF86601A146921 JHMC85471C000002 - JHMC86421C000813 1HGCG16411A000014 - 1HGCG16511A087275 1HGCG56661A000017 - 1HGCG56621A148794 3HGCG56471G700001 - 3HGCG56461G700720 JHMC56421 C000015 - JHMC56631C033252 1HGCG66521A000142 - 1HGCG665X1A148250	8/21/2000 - 7/20/2001 7/17/2000 - 6/26/2001 7/20/2000 - 7/31/2001 7/20/2000 - 7/27/2001 7/02/2001 - 8/9/2002 1/13/2001 - 7/3/2001 8/21/2000 - 7/26/2001

Make/Model	Model Year	Recall	VIN Range	Manufacture Date
			3HGCG66571G700367 - 3HGCG66501G703840 JHMC65561C000003 ~ JHMC666001C027751	10/9/2000 - 3/09/2001 7/4/2000 - 7/3/2001
		10V-041	1HGCG165X1A036051 - 1HGCG16501A087302 1HGCG56661A089569 - 1HGCG56481A149995 1HGCG66531A077974 - 1HGCG66581A149994 1HGCF86681A070199 - 1HGCF866X1A149454 JHMC656441C000750 - JHMC656471C000824 JHMC656401C032199 - JHMC656631C033283 JHMC666051C026336 - JHMC666061C027821	1/15/2001 – 8/1/2001 3/19/2001 – 8/1/2001 2/26/2001 – 7/31/2001 2/6/2001 – 7/27/2001 6/11/2001 – 7/03/2001 5/28/2001 – 7/05/2001 5/16/2001 - 7/07/2001
		11V-260	JHMC6564X1C000138 - JHMC656411C000737 1HGCF86471A026466 - 1HGCF86661A148611 1 HGCG16581A018745 1HGCG165X1A087257 JHMC655431 C000011 - JHMC656621C032903 1HGCG56651A024471 - 1HGCG56471A149857 JHMC65581C000004 - JHMC666001C027345 1HGCG66551A026010 - 1HGCG668X1A149232	8/23/2000 - 4/17/2001 10/30/2000 - 7/26/2001 10/27/2000 7/31/2001 7/6/2000 - 6/26/2001 10/27/2000 - 7/31/2001 7/6/2000 - 6/27/2001 10/27/2000 - 7/27/2001
Accord 4-Door	2002	09V-259	1HGCF86662A001089 - 1HGCF86662A054018 JHMC656402C000005 - JHMC656462X000086 1HGCG16522A000985 - 1HGCG16542A037889	8/11/2001 - 12/4/2001 7/26/2001 - 8/1/2001 8/2/2001 - 12/4/2001

Make/Model	Model Year	Recall	VIN Range	Manufacture Date
			1HGCG56722A000607 - 1HGCG56442A056165 3HGCG56452G700001 - 3HGCG564X2G703704 JHMCG56782C000001 - JHMCG56772C033281 3HGCG66572G7000001 - 3HGCG66532G703705 JHMCG66542C000145 - JHMCG66032C028832	7/31/2001 - 12/7/2001 8/17/2001 - 2/26/2002 6/11/2001 - 4/16/2002 8/13/2001 - 2/8/2002 7/5/2001 - 5/13/2002
		10V-041	3HGCG56452G700001 - 3HGCG56402G706126 3HGCG66572G700001 - 3HGCG66502G705881 1HGCG16412A000001 - 1HGCG165X2A060304 1HGCG567X2A000001 - 1HGCG56402A156781 1HGCG66802A000314 - 1HGCG668X2A115079 1HGCF86662A000122 - 1HGCF86602A116108 JHMCf85432C000001 - JHMCf86462C000492 JHMCG56442C000003 - JHMCG56612C031498 JHMCG66522C000001 - JHMCG66852C025436	8/17/2001 - 6/7/2002 8/13/2001 - 6/3/2002 7/31/2001 - 4/8/2002 5/10/2001 - 6/26/2002 7/31/2001 - 4/5/2002 7/31/2001 - 4/8/2002 7/26/2001 - 3/15/2002 7/4/2001 - 2/27/2002 7/4/2001 - 2/20/2002
		11V-260	JHMCf86422C000117 - JHMCf85402C000490 1HGCF86692A001247 - 1HGCF86662A144494 1HGCG164X2A000031 - 1HGCG16582A069938 JHMCG56702C002387 - JHMCG56632C030806 1HGCG56712A000002 - 1HGCG56652A140044	9/4/2001 - 2/7/2002 8/1/2001 - 6/3/2002 8/1/2001 - 5/30/2002 7/16/2001 - 2/11/2002 7/25/2001 - 5/17/2002

Make/Model	Model Year	Recall	VIN Range	Manufacture Date
			JHMC66802C001867 - JHMC66542C025157 1HGCG66892A000313 - 1HGCG66582A157692	7/17/2001 - 2/8/2002 8/1/2001 - 6/28/2002
Civic 2-Door	2001	09V-259	1HGEM22971L000001 - 1HGEM229X1L124960	9/19/2000 - 9/10/2001
		10V-041	1HGEM21931L067826 - 1HGEM22561L124788	3/19/2001 - 9/10/2001
		11V-260	1HGEM22941L005382 - 1HGEM21211L125029	10/27/2000 - 9/10/2001
Civic 2-Door	2002	09V-259	1HGEM22902L024786 - 1HGEM22932L081872	12/6/2001 - 5/31/2002
		10V-041	1HGEM21502L000213 - 1HGEM219X2L093101	9/10/2001 - 7/16/2002
		11V-260	1HGEM21392L000001 - 1HGEM22532L082887	6/5/2001 - 6/6/2002
Civic 4-Door	2001	09V-259	1HGES15511L000052 - 1HGES16551L078249 2HGES165X1H500108 - 2HGES16571H576787 JHMES152X1S000012 - JHMES16551S001089 1HGES26701L000002 - 1HGES267X1L078061 2HGES267X1H500049 - 2HGES25741H576724 JHMES267X1S000009 ~ JHMES26721S005303 1HGEN26481 L000004 - 1HGEN26401L000742	7/18/2000 - 8/27/2001 8/29/2000 - 4/16/2001 6/28/2000 ~ 9/4/2000 7/25/2000 - 8/27/2001 8/28/2000 - 4/16/2001 7/12/2000 - 5/18/2001 7/27/2000 ~ 6/26/2001
		10V-041	2HGES16571H569239 - 2HGES16561H576814 2HGES26721H542523 - 2HGES25791H576718 1HGES16581L049070 - 1HGES16501L077042 1HGES26781L049206 - 1HGES26751L077481	3/21/2001 - 4/16/2001 1/15/2001 - 4/16/2001 3/22/2001 - 8/21/2001 3/23/2001 - 8/23/2001

Make/Model	Model Year	Recall	VIN Range	Manufacture Date
			1HGEN26431L000511 - 1HGEN26451L000803 JHMES16571S010618 - JHMES16581S012572 JHMES26731S005228 - JHMES26711S006300	4/12/2001 - 7/26/2001 6/1/2001 - 7/18/2001 6/1/2001 - 7/13/2001
		11V-260	1HGEN26481L000021 - 1HGEN26461L000261 1HGES16591L033489 - 1HGES16561L078373 2HGES16261H514156 - 2HGES15561H602491 JHMES15221S000019 - JHMES16521S012339 1HGES25781L033976 - 1HGES26761L078073 2HGES267X1H517773 - 2HGES25741H603372 JHMES26741S000085 - JHMES26781S006231	11/15/2000 - 12/22/2000 10/30/2000 - 8/27/2001 10/23/2000 - 7/9/2001 8/1/2000 - 7/4/2001 10/31/2000 - 8/27/2001 11/3/2000 - 7/11/2001 8/2/2000 - 7/5/2001
Civic 4-Door	2002	09V-259	1HGES15572L000008 - 1HGES15562L057851 1HGES25792L000244 - 1HGES26782L045822 1HGEN265X2L000001 - 1HGEN26462L000293 JHMES165X2S000067 - JHMES16512S006162 JHMES26792S000003 - JHMES26742S003926	8/14/2001 - 5/22/2002 8/28/2001 - 4/2/2002 6/21/2001 - 12/5/2001 08/06/2001 - 03/07/2002 08/28/2001 - 02/08/2002
		11V-260	HGEN26532L000003 - 1HGEN26572L000361 1HGES16582L000002 1HGES16522L044299 JHMES16502S000241 - JHMES16552S006150 1HGES26772L000001 - 1HGES26712L063613 2HGES26742H563990	9/19/2001 - 12/12/2001 5/24/2001 - 3/19/2002 8/29/2001 - 2/27/2002 5/24/2001 - 6/14/2002 3/20/2002

Make/Model	Model Year	Recall	VIN Range	Manufacture Date
			JHMES26712S000014 - JHMES26772S003922	8/30/2001 - 2/11/2002
CR-V	2002	09V-259	SHSRD684X2U000137 - SHSRD68452U00014	10/4/2002 - 10/4/2002
			SHSRD788X2U000101 - SHSRD78802U000303	2/19/2002 - 4/11/2002
		10V-041	JHLRD68452C000005 - JHLRD68452C020769	07/17/2001 - 05/31/2002
			JHLRD78412C000007 - JHLRO78482C089378	05/11/2001 - 08/09/2002
		11V-260	JHLRD68502C000003 - JHLRD684X2C011534 JHLRD78882C000041 - JHLRD788X2C055316	6/28/2001 - 2/11/2002 6/28/2001 - 4/4/2002
Odyssey	2002	10V-041	5FNRL18672B000062 - 5FNRL187828022371	10/9/2001 - 5/10/2002
			2HKRL18002H500089 - 2HKRL18792H584264	7/31/2001 - 5/14/2002
		11V-260	2HKRL18602H500002 - 2HKRL18652H586536 5FNRL186928000001 - 2HKRL18992H545109	3/6/2001 - 6/3/2002 8/30/2001 - 6/27/2002
Pilot	2003	10V-941	2HKYF185X3H509382	6/12/2002
		11V-260	2HKYF18153H500005 - 2HKYF18603HS15488	11/22/2001 - 7/17/2002
Acura 3.2 TL	2002	09V-259	19UUA56932A000011 - 19UUA56992A046846	10/24/2000 - 11/2/2001
		10V-041	19UUA56822A005756 - 19UUA56772A061652	3/19/2001 - 1/31/2002
		11V-260	19UUA56992A000031 - 19UUA56722A061705	12/5/2000 - 1/31/2002
Acura 3.2 TL	2003	10V-041	19UUA56623A000069 - 19UUA56623A026672	2/4/2002 - 6/12/2002
		11V-260	19UUA56923A000003- 19UUA56823A025927	12/4/2001 6/7/2002



<b>Make/Model</b>	<b>Model Year</b>	<b>Recall</b>	<b>VIN Range</b>	<b>Manufacture Date</b>
Acura CL	2003	10V-041	19UYA41703A006707	6/12/2002
		11V-260	19UYA41793A000050 - 19UYA427X3A003330	12/4/2001 - 3/19/2002