

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

SHARON CHENG, CRISTINA DIAS,  
RHONDA SANFILIPO, BRUCE PULEO,  
ZINA PRUITT, RON ZIMMERMAN,  
CHERYL SILVERSTEIN, TINA FENG,  
ROBERT HAKIM, BERNADETTE GRIMES,  
ELIZABETH GENDRON, ROGER CARTER,  
MARLENE RUDOLPH, PATRICIA  
BARLOW, TERESA EDWARDS, ISAAC  
TORDJMAN, JAMES HETTINGER, DIEU  
LE, CHRIS BOHN, DANIEL DEWEERDT,  
CRAIG BOXER, BETTY DENDY,  
ELIZABETH PERSAK, KRISTI ROCK,  
JENNIFER CHALAL, JOHN TORRANCE,  
LENARD SHOEMAKER, MICHAEL  
MITCHELL, ROBERT SKELTON, JEFFREY  
JONES, ISABEL MARQUES, PAYAM  
RASTEGAR, and SYED ABDUL NAFAY,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

TOYOTA MOTOR CORPORATION,  
TOYOTA MOTOR NORTH AMERICA, INC.,  
and DENSO INTERNATIONAL AMERICA,  
INC.,

Defendants.

Case No: 1:20-cv-00629-WFK-JRC

**SETTLEMENT AGREEMENT**

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**WHEREAS**, Plaintiffs' Second Amended Consolidated Class Action Complaint in the above-referenced Action (all terms defined below) allege that certain Denso fuel pumps in certain Toyota and Lexus vehicles are defective;

**WHEREAS**, Class Counsel have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of the Action, have retained an independent automotive engineering consultant to analyze the alleged defect and potential solutions, 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 the Action, and taking into account the substantial benefits to be received pursuant to this Settlement Agreement and that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of Class Representatives and the other Class Members, and treats Class Members fairly and equitably in relation to one another;

**WHEREAS**, Toyota and Denso, for the purpose of avoiding burden, expense, risk, and uncertainty of continuing to litigate the Action, and for the purpose of putting to rest all controversies with Class Representatives, the other Class members, the Action, and claims that were or could have been alleged, except as otherwise set forth herein, and without any admission of liability or wrongdoing, desires to enter into this Settlement Agreement;

**WHEREAS**, as a result of extensive arm's length negotiations, at times with the assistance of Court-appointed Settlement Special Master Patrick A. Juneau, Class Representatives, Class Counsel, Toyota, and Denso have entered into this Settlement Agreement;

**WHEREAS**, Class Counsel represent and warrant that they are fully authorized to enter into this Settlement Agreement on behalf of Class Representatives, and that Class Counsel have

consulted with and confirmed that all proposed Class Representatives fully support and have no objection to this Settlement Agreement; and

**WHEREAS**, it is agreed that this Settlement 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 Toyota, Denso, or any of the Released Parties, or of the truth or validity of any of the claims that Class Representatives have asserted;

**NOW, THEREFORE**, without any admission or concession by Class Representatives or Class Counsel of any lack of merit to their allegations and claims, and without any admission or concession by Toyota or Denso 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 both the preliminary and final approval by the Court, Class Counsel, Class Representatives, Toyota, and Denso agree as follows:

**I. PROCEDURAL HISTORY**

A. On February 4, 2020, Plaintiff Sharon Cheng filed a class action complaint in the United States District Court for the Eastern District of New York, *Sharon Cheng, et al. v. Toyota Motor Corporation, et al.*, Case No. 1:20-cv-00629-WFK-JRC (E.D.N.Y.), asserting claims related to Toyota’s January 13, 2020 recall report (the “Recall Report”) to NHTSA voluntarily recalling nearly 700,000 Toyota and Lexus vehicles manufactured between August 1, 2018 through January 31, 2019 with low-pressure Denso fuel pumps (together with the expansions referenced below, the “Recall”). The Recall Report states:

These fuel pumps contain an impeller that could deform due to excessive fuel absorption. Although the cause is unknown, if impeller deformation occurs, the impeller may interfere with the fuel pump body, and this could result in illumination of check engine and master warning indicators, rough engine running, engine no

start and/or vehicle stall while driving at low speed. However, in rare instances, vehicle stall could occur while driving at higher speeds, increasing the risk of crash.

Plaintiff asserted claims asserts claims on behalf of a statewide class for: (1) violations of New York's consumer protection statute, New York General Business Law § 349; (2) breach of express warranty; (3) breach of implied warranty; (4) negligent recall/undertaking; (5) unjust enrichment; and, on behalf of a nationwide class, (6) a claim for violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* Plaintiff also alleged that the Recall was deficient because additional Toyota and Lexus vehicles shared the same fuel pump that gave rise to the Recall.

B. On March 4 and March 19, 2020, Toyota expanded the Recall to cover more than 1.8 million affected Toyota and Lexus vehicles equipped with Denso Fuel Pumps manufactured between 2013 and 2019.

C. On April 14, 2020, Plaintiff Cheng filed her first amended complaint adding as plaintiffs Rhonda SanFilipo, Cristina Dias, Zina Pruitt, Marlene Rudolph, Patricia Barlow, and Kristi Rock; adding as defendants Denso Corporation and Denso International America, Inc., the makers of the defective fuel pumps; and allegations relating to Toyota's March 4 and 19, 2020 expansions of the Recall. The first amended complaint asserts 28 claims against Toyota and 16 claims against Denso, including state law claims for strict liability, which are also asserted against Toyota

D. Between March 20, 2020 and April 20, 2020, three other putative class actions were filed in other federal courts making substantially similar allegations as those in *Cheng*. These other cases were: (i) *Tina Feng, et al. v. Toyota Motor North America, Inc., et al.*, No. 20-cv-0534-CAB-BLM (S.D. Cal.) (filed March 20, 2020); (ii) *Jennifer Chalal v. Toyota Motor Corporation, et al.*, No. 2:20-cv-01867-CJD (E.D. Pa.) (filed April 10, 2020); and (iii) *Elizabeth Gendron v. Toyota Motor Corp. et al.*, No. 8:20-cv-775-DOC-KES (C.D. Cal.) (filed April 20, 2020). These

three cases were voluntarily transferred to the United States District Court for the Eastern District of New York. On June 26, 2020, the Court ordered the consolidation of *Feng* and *Chalal* with *Cheng*. On July 31, 2020, the Court ordered the consolidation of *Gendron* with *Cheng*.

E. After the four cases cited above were filed, four other putative class actions were filed making similar allegations. These cases are: (i) *Lenard Shoemaker v. Toyota Motor North America, Inc., et al.*, 3:20-cv-00869-RDM (M.D. Pa.) (filed May 28, 2020); (ii) *Isaac Tordjman v. Toyota Motor North America, Inc., et al.*, 9:20-cv-80871 (S.D. Fla.) (filed May 29, 2020); (iii) *Yang Zuo v. Toyota Motor North America, Inc., et al.*, 2:20-cv-06607 (D.N.J.) (filed May 29, 2020); and (iv) *Isabel Marques, et al. v. Toyota Motor North America, Inc., et al.*, 1:20-cv-00665 (E.D. Va.) (filed June 12, 2020).<sup>1</sup>

F. On June 16, 2020, plaintiffs in these four later-filed cases filed a motion before the Judicial Panel on Multidistrict Litigation (“JPML”) to centralize their cases and the consolidated *Cheng, Feng, Chalal* and *Gendron* cases in the Eastern District of Michigan. *In re Denso-Manufactured Toyota Fuel Pump Marketing, Sales Practices and Products Liability Litigation*, MDL No. 2956 (J.P.M.L.). TMNA, DIAM and plaintiffs in the four early filed cases opposed the motion, which was set to be heard by the Panel on September 24, 2020. On September 15, 2020, the moving plaintiffs withdrew their motion and the JPML’s Order Deeming the Motion Withdrawn and Vacating the September 24, 2020 Hearing Session Order was docketed the same day.

G. On April 27 and June 11, 2020, Denso recalled over 2 million of its Fuel Pumps.

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<sup>1</sup> One additional complaint, *Jose Ruis, et al. v. Toyota Motor North America, Inc. et al.*, 2:20-cv-12600 (D.N.J.), was filed on September 11, 2020, and made similar allegations to the cases above. *Ruis* was dismissed without prejudice on September 23, 2020.

H. On July 3, 2020, Plaintiffs in the consolidated *Cheng* action filed their consolidated amended class action complaint adding as plaintiffs Bruce Puleo, Eon Zimmerman, Tina Feng, Robert Hakim, Bernadette Grimes, Teresa Edwards, Dieu Le, Chris Bohn, Daniel Deweerdt, Betty Dendy, Jennifer Chalal, John Torrance, and Michael Mitchell. The consolidated amended complaint included refined allegations related to Toyota's expanded Recall, Denso's recall, the Fuel Pump defect and countermeasure. In addition to the state class claims asserted on behalf of the new plaintiffs, the consolidated amended complaint asserted claims on behalf a nationwide class; a multi-state consumer protection class covering 25 states; another multi-state consumer protection class covering six states; multi-state strict liability class and multi-state negligent recall classes, each covering 22 states.

I. In September 2020, Plaintiffs in *Shoemaker*, *Zuo*, *Tordjman* and *Marques* filed motions to voluntarily transfer their cases to the Eastern District of New York. These motions were granted and these cases were transferred into the Eastern District of New York and consolidated with the *Cheng* action on October 8 and 15, 2020.

J. On October 28, 2020, Toyota expanded its Recall to cover an additional 1.5 million affected Toyota and Lexus vehicles manufactured between 2013 and 2019. The Recall currently encompasses approximately 3.36 million Toyota and Lexus vehicles.

K. On November 5, 2020, Plaintiffs in *Cheng* filed their first amended consolidated amended class action complaint adding as plaintiffs Robert Skelton, Jeffrey Jones, Isabel Marques, Payam Rastegar, Syed Abdul Nafay, Cheryl Silverstein, Elizabeth Gendron, Roger Carter, Issac Tordjman, James Hettinger, Craig Boxer, Elizabeth Persak, and Lenard Shoemaker. The first amended consolidated complaint included allegations relating to Toyota's most recent expansion of the Recall. In addition to state class claims asserted on behalf of the new plaintiffs, the first

amended consolidated amended complaint asserted claims on behalf a nationwide class, multi-state classes for consumer protection, strict liability class and negligent recall.

L. On December 14, 2020, Plaintiffs filed their Second Amended Consolidated Complaint, refining their allegations. The Class Action Complaint is brought by 33 named Plaintiffs on behalf of a nationwide class, multi-state classes for consumer protection, strict liability, and negligent recall, and individual state classes for Alabama, Arizona, California, Florida, Georgia, Illinois, Maryland, Missouri, New York, New Jersey, North Carolina, Ohio, Pennsylvania, Texas, Utah and Virginia, and asserts claims against TMC, TMNA, Denso Corporation, and DIAM. There were 33 plaintiffs named and 97 causes of action.

M. On January 15, 2021, TMNA and DIAM served their motions to dismiss. TMNA and DIAM made numerous arguments. Plaintiffs served their opposition on March 30, 2021, responding to TMNA and DIAM's arguments. TMNA and DIAM filed their replies on May 28, 2021.

N. Plaintiffs, TMNA, and DIAM submitted a Discovery Plan, which was approved by the Court on October 28, 2020. Plaintiffs, TMNA, and DIAM served their written initial disclosures on November 2, 2020. Plaintiffs served requests for production of documents on TMNA and DIAM on July 2, 2020, and served updated Requests on January 22, 2021. DIAM served its responses to Plaintiffs' requests on March 15, 2021. TMNA served its responses to Plaintiffs' requests on April 7, 2021. On September 9, 2021, TMC served its Initial Disclosures, Responses to Plaintiffs' Requests for Production, and Response to Plaintiffs' Interrogatory. Also on September 9, 2021, TMNA served its Response to Plaintiffs' Interrogatory with verification. Defendants have produced documents responsive to Plaintiffs' requests.

O. As a part of formal discovery, Defendants produced, and Plaintiffs processed and reviewed, about 655,000 documents containing approximately 1.5 million pages of documents related to the Recall, the design and operation of the subject fuel pumps, warranty data, failure modes attributed to the subject fuel pumps, the Defendants' investigation into the defect, and the defect countermeasure development and implementation. Additionally, Plaintiffs' independent automotive engineering expert sourced and inspected over 100 fuel pumps replaced pursuant to the Recall, and has analyzed, *inter alia*, the pumps' operation, specifications, and density of the impeller.

P. As a part of confirmatory discovery, Defendants have produced a substantial number of additional documents, tangible things, and information requested by Class Counsel related to the design and operation of the original equipment fuel pump; the design, operation, development, implementation, the effectiveness of the countermeasure fuel pump; and the Recalls. Plaintiffs' independent automotive engineering expert reviewed and analyzed this additional material, including assessing the efficacy of the countermeasure, the pre- and post-recall warranty repair rates, and the average time in service for manifestation, among other things. Defendants also provided witnesses for interview on these topics and other matters requested by Class Counsel.

Q. Denso Corporation, the corporate parent of DIAM located in Japan, was served on May 27, 2021 and dismissed without prejudice from the Action on August 16, 2021. TMC, TMNA's parent also located in Japan, was served on May 11, 2021. On August 16, 2021, TMC filed its pre-motion letter to dismiss Plaintiffs' consolidated complaint. On August 23, 2021, Plaintiffs filed their opposition to TMC's pre-motion letter.

R. On November 3, 2021, the Parties jointly moved the Court to appoint Patrick A. Juneau as Settlement Special Master. The Court granted the joint motion and So Ordered the

appointment of Patrick A. Juneau on the same day. The Parties had numerous communications with the Settlement Special Master regarding the negotiations, terms, timing, and related issues.

S. On February 16, 2022, on the Parties' consent, the Action was referred to Magistrate Judge James R. Cho to conduct all proceedings and order the entry of a final judgment pursuant to 28 U.S.C. § 636(c).

T. On March 1, 2022, TMNA and DIAM withdrew their pending motions to dismiss without prejudice and with leave to refile.

## II. DEFINITIONS

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

1. "Action" means *Cheng, et al. v. Toyota Motor Corporation et al.*, Case No. 1:20-cv-00629-WFK-JRC (E.D.N.Y.) and all cases consolidated therein.

2. "Additional Vehicles" means those vehicles that are equipped with Denso low-pressure fuel pumps with part number prefixes 23220- and/or 23221- that are identified in Exhibit 1b.

3. "Agreement" or "Settlement Agreement" means this Settlement Agreement and the exhibits attached hereto or incorporated herein, as well as any and all subsequent amendments and any exhibits to such amendments.

4. "Attorneys' Fees, Costs, and Expenses" means such funds as may be awarded by the Court to compensate any and all attorneys representing plaintiffs for their fees and expenses in connection with the Action and the Settlement Agreement, as described in Section VIII of this Settlement Agreement.

5. “Claim” means the claim of a Class Member or his or her or its representative for reimbursement as part of the Out-of-Pocket Claims Process submitted on a Claim Form as provided in this Settlement Agreement.

6. “Claimant” means a Class Member who has submitted a Claim Form for reimbursement as part of the Out-of-Pocket Claims Process.

7. “Claim Form” means the document in substantially the same form as Exhibit 8 attached to this Settlement Agreement by which a Claim shall be submitted for reimbursement as part of the Out-of-Pocket Claims Process.

8. “Claim Submission Period” means the time frame in which Class Members may submit a Claim Form for reimbursement as part of the Out-of-Pocket Claims Process to the Settlement Notice Administrator, which shall run from the Initial Notice Date up to and including ninety (90) days after the Court’s issuance of the Final Order and Final Judgment.

9. “Claims Process” means the process for submitting and reviewing Claims described in Section III.C., below, of this Settlement Agreement.

10. “Class” or “Class Member(s)” means, for settlement purposes only, all individuals or legal entities who, at any time as of the entry of the Initial Notice Date, own or owned, purchase(d) or lease(d) Covered Vehicles in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions. Excluded from the Class are: (a) Toyota, its officers, directors and employees; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; and Toyota Dealers and Toyota Dealers’ officers and directors; (b) Denso, its officers, directors and employees; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; (c) Plaintiffs’ Counsel; and (d) judicial officers and

their immediate family members and associated court staff assigned to this case. In addition, persons or entities are not Class Members once they timely and properly exclude themselves from the Class, as provided in this Settlement Agreement, and once the exclusion request is finally approved by the Court.

11. “Class Action Complaint” means the Second Amended Consolidated Class Action Complaint, ECF Doc. 106, filed in this Court on December 12, 2020.

12. “Class Counsel” means W. Daniel “Dee” Miles III and Demet Basar of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.

13. “Class Notice” means the notice program described in Section IV, below.

14. “Class Representatives” means Sharon Cheng, Cristina Dias, Rhonda SanFilipo, Bruce Puleo, Zina Pruitt, Ron Zimmerman, Cheryl Silverstein, Tina Feng, Robert Hakim, Bernadette Grimes, Elizabeth Gendron, Roger Carter, Marlene Rudolph, Patricia Barlow, Teresa Edwards, Issac Tordjman, James Hettinger, Dieu Le, Chris Bohn, Daniel Deweerdt, Craig Boxer, Betty Dendy, Elizabeth Persak, Kristi Rock, Jennifer Chalal, John Torrance, Lenard Shoemaker, Michael Mitchell, Robert Skelton, Jeffrey Jones, Isabel Marques, Payam Rastegar, and Syed Abdul Nafay.

15. “Court” means the United States District Court for the Eastern District of New York.

16. “Covered Vehicles” means the Additional Vehicles, SSC Vehicles, and the Subject Vehicles.

17. “Date of First Use” (DOFU) means the date that the Covered Vehicle was originally sold or leased by a Toyota Dealer.

18. “Defendants” means Toyota and Denso. Singular “Defendant” means Toyota or Denso.

19. “Denso” means Denso Corporation and DIAM.

20. “Denso’s Counsel” means Butzel Long, P.C.

21. “DIAM” means Denso International America, Inc.

22. “Direct Mail Notice” means the notice substantially in the form as attached hereto as Exhibit 6 that shall be sent to current and former owners and lessees of Subject Vehicles as provided in Section IV.B., below, of this Settlement Agreement.

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

24. “Escrow Agent” means the agreed-upon entity to address and hold for distribution the funds identified in this Agreement pursuant to the terms of an Escrow Agreement. Defendants shall select the Escrow Agent, which shall be agreed to by Class Counsel, whose approval shall not be unreasonably withheld.

25. “Escrow Agreement” means the agreement by and among Class Counsel, Toyota, Denso, 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 Master shall direct and control, in consultation with Toyota, Denso and Class Counsel, the disbursement of funds in the Qualified Settlement Fund.

26. “Fairness Hearing” means the hearing for the purposes of the Court determining whether to approve this Settlement Agreement as fair, reasonable, and adequate, and to award Attorneys’ Fees, Costs and Expenses and Class Representative service awards.

27. “Final Effective Date” means the latest date on which the Final Order and/or Final Judgment approving this Settlement Agreement becomes final. For purposes of this Settlement Agreement:

1. if no appeal has been taken from the Final Order and/or Final Judgment, “Final Effective Date” means the date on which the time to appeal therefrom has expired; or

2. if any appeal has been taken from the Final Order and/or Final Judgment, “Final Effective Date” means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing *en banc*, and petitions for certiorari or any other form of review, have been finally disposed of in a manner that affirms the Final Order or Final Judgment; or

3. subject to Court approval, if Class Counsel, Toyota, and Denso agree in writing, for purposes of fulfilling the terms of the Settlement Agreement, the “Final Effective Date” can occur on any other agreed date.

4. For clarity, neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

28. “Final Judgment” means the Court’s final judgment, which is to be on terms substantially consistent with this Agreement. A proposed form is attached hereto as Exhibit 10.

29. “Final Order” means the Court’s order approving the Settlement Agreement and awarding Attorneys’ Fees, Costs and Expenses and Class Representative service awards, which is to be on terms substantially consistent with this Agreement. A proposed form is attached hereto as Exhibit 11.

30. “Fuel Pumps” means the low-pressure Denso fuel pumps that were installed as original equipment in the Covered Vehicles and are alleged in the Action to be defective.

31. “Initial Notice Date” means the date on which the notice is first disseminated by the Settlement Notice Administrator to the Class.

32. “Loaner/Towing Program” means the program described in Section III.A.2 and Section III.B.2, below.

33. “Loaner Vehicle” means a vehicle of any potential make, model, or year, provided pursuant to the Customer Support Program and the Extended New Parts Warranty.

34. “Long Form Notice” means the Long Form Notice substantially in the form attached hereto as Exhibit 5 that shall be available to Class Members as provided in Section IV.E, below, of this Settlement Agreement.

35. “Notice Program” means the notice plan attached hereto as Exhibit 4 and the plans and methods set forth in Section IV, below, of this Settlement Agreement.

36. “Opt-Out Deadline” means the date specified by the Court in the Preliminary Approval Order.

37. “Parties” means Class Representatives, Toyota, and Denso, collectively, as each of those terms is defined in this Settlement Agreement.

38. “Plaintiffs’ Counsel” means counsel for plaintiffs in the Action, W. Daniel “Dee” Miles, Demet Basar, Clay Barnett, III, and J. Mitch Williams of Beasley, Allen, Crow,

Methvin, Portis, & Miles, P.C.; Jeffrey R. Krinsk of Finkelstein & Krinsk LLP; Jeffrey Corrigan, John A. Macoretta, and Jeffrey L. Spector, of Spector Roseman, & Kodroff, PC; Malcolm T. Brown and Kate McGuire of Wolf Haldenstein Adler Freeman & Herz, LLP; and Jerrod C. Patterson of Hagens, Berman, Sobol, and Shapiro LLP.

39. “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the settlement as outlined in Section IX, below, and to be substantially consistent with this Agreement. A proposed form is attached hereto as Exhibit 3.

40. “Publication Notice” means the notice substantially in the form attached hereto as Exhibit 7.

41. “Recall(s)” means Toyota’s recalls of the Subject Vehicles, namely, Toyota’s Recall 20V-012 submitted to NHTSA on or about January 13, 2020, the amendments submitted for Recall 20V-682 on or about November 4, 2020, and the amendments submitted for Recall 21V-617 on or about August 6, 2021, as identified in Exhibit 2, and any expansions related thereto prior to Preliminary Approval.

42. “Release” means the release and waiver set forth in Section VII, below, of this Settlement Agreement and in the Final Judgment and Final Order.

43. “Released Parties” or “Released Party” means any Toyota entity, including, but not limited to, TMC, TMNA, Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering and Manufacturing North America, Inc., Toyota Motor Manufacturing Indiana, Inc., Toyota Motor Manufacturing Kentucky, Inc. and each 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, representatives, suppliers, vendors,

advertisers, service providers, distributors and sub-distributors, agents, attorneys, administrators, and advisors; and any Denso entity, including, but not limited to, Denso International America, Inc., Denso Corporation, Associated Fuel Pump Systems Company (AFSCO), Denso Manufacturing Athens Tennessee, Inc., Kyosan Denso Manufacturing Kentucky, LLC, and each 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, representatives, suppliers, vendors, advertisers, service providers, distributors and sub-distributors, agents, attorneys, administrators, and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

44. “Salvaged Vehicle” means a vehicle for which the title, at any point, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity.

45. “Settlement Claims Administrator” shall mean Patrick A. Juneau and Patrick Hron of Juneau David, APLC, agreed to by the Parties and submitted to the Court for appointment.

46. “Settlement Notice Administrator” means the Court-appointed third-party agent or administrator agreed to by the Parties and submitted to the Court for appointment to implement the Notice Program and address the Claims Process. The Parties agree that Jeanne Finegan of Kroll Notice Media shall serve as Settlement Notice Administrator, subject to approval by the Court.

47. “Settlement Special Master” means Patrick A. Juneau, who was appointed by the Court by Order dated November 2, 2021 to serve as Settlement Special Master to administer, coordinate and preside over all settlement-related proceedings.

48. “SSC Vehicles” means the vehicles identified as part of the Special Service Campaigns 21LC01 and 21TC03, all of which are equipped with Denso low-pressure fuel pumps with part number prefixes 23220- and/or 23221-, and are listed on Exhibit 1a.

49. “Subject Vehicles” means those vehicles that were identified as part of the Recall as defined in Section II.A.41, all of which are equipped with Denso low-pressure fuel pumps with part number prefixes 23220- and/or 23221-, and/or are recalled vehicles that are listed in Exhibit 2.

50. “Supporting Documentation” means evidence supporting a Claim for reimbursement as part of the Out-of-Pocket Claims Process such as proof of ownership/lease of a Covered Vehicle, a receipt, invoice, credit card statement, canceled check, a sworn statement establishing the nature and amount of an expenditure for repairing or replacing a Fuel Pump or an associated towing or rental car rental expense, and other reasonable and practicable evidence as may be accepted by the Settlement Claims Administrator in consultation with Class Counsel, Toyota’s Counsel and Denso’s Counsel.

51. “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 Escrow Account, subject to the limits provided in this Agreement.

52. “TMC” means Toyota Motor Corporation.

53. “TMNA” means Toyota Motor North America, Inc.

54. “Toyota” means TMC and TMNA.

55. “Toyota Dealers” means authorized Toyota dealers.

56. “Toyota’s Counsel” means King & Spalding LLP.

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

C. The terms “he or she” and “his or her” include “them,” “their,” “it,” or “its,” where applicable.

### **III. SETTLEMENT RELIEF**

In consideration for the dismissal of the Action with prejudice, as contemplated in this Settlement Agreement, and for the full and complete Release, Final Judgment, and Final Order, as further specified herein, Defendants shall provide the relief specified in this Section. The costs and expenses associated with providing the relief and otherwise implementing the relief specified in this Section III of this Settlement Agreement shall be provided by Defendants.

After the issuance of the Preliminary Approval Order signed by the Court, Defendants, at their sole discretion, may, after consultation with Class Counsel, implement the Customer Support Program in advance of the occurrence of the Final Effective Date.

#### **A. Additional Vehicles: Customer Support Program**

1. Toyota will offer the Customer Support Program (“CSP”) to all Class Members who, as of the Final Effective Date, own or lease Additional Vehicles. A Class Member’s rights under the CSP are transferred with the Additional Vehicle. Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit. The CSP will provide prospective coverage for repairs (including parts and labor) needed to correct defects, if any, in materials or workmanship in the Fuel Pumps for the Additional Vehicles. The implementation of the CSP will begin no later than 30 days after the Final Effective Date. Coverage

under the CSP for the original parts will continue for 15 years, measured from the Date of First Use.

2. Additional Vehicles: Loaner/Towing Program - Without cost to and upon request from Class Members, who own or lease Additional Vehicles, whose fuel pumps are being replaced pursuant to the CSP, Class Members shall be provided with the same loaner or rental vehicles and/or towing options provided to the owners or lessees of the Subject Vehicles under the Recall(s). In appropriate circumstances, where the Class Member has a demonstrated need for a Loaner Vehicle similar to the Additional Vehicle, Toyota, through its dealers, shall use good faith efforts to satisfy the request.

3. In the event that any of the Additional Vehicles becomes the subject of a future recall for the same underlying condition, which is the subject of the Plaintiff's Class Action Complaint, those Additional Vehicles will then be entitled and only be entitled to the same relief provided to Subject Vehicles (Section III.B below).

**B. Subject Vehicles and SSC Vehicles: Extended New Parts Warranty**

1. Toyota shall extend the new parts warranty coverage for the fuel pump kit replaced ("replacement fuel pump kit") on the Subject Vehicles, pursuant to the Recall, and the SSC Vehicles, pursuant to the SSC. The extended warranty will last for 15 years, measured from July 15, 2021, and up to 150,000 miles, whichever comes first. A Class Member's rights under the Extended New Parts Warranty are transferred with the Subject Vehicle and SSC Vehicle.

2. Subject Vehicles and SSC Vehicles: Loaner/Towing Program - Without cost to and upon request from Class Members who own or lease SSC Vehicles or Subject Vehicles whose fuel pumps are being replaced pursuant to the Extended Warranty shall be provided with the same loaner or rental vehicles and/or towing options provided to the Subject Vehicles under the Recall(s). In appropriate circumstances, where the Class Member has a demonstrated need for a

Loaner Vehicle similar to the Subject Vehicle or the SSC Vehicle, Toyota, through its dealers, shall use good faith efforts to satisfy the request.

3. In the event that any of the SSC Vehicles becomes the subject of a future recall for the same underlying condition, which is the subject of the Plaintiff's Class Action Complaint, those SSC Vehicles will be entitled to the relief provided under the settlement as defined in Section III.B.1-2 above as well as any additional benefits provided pursuant to a future recall.

C. **Out-of-Pocket Claims Process**

1. Class Members, during the Claim Submission Period, may submit Claims for previously paid out-of-pocket expenses incurred to repair or replace a Fuel Pump of Covered Vehicles that were not otherwise reimbursed and that were either (a) incurred prior to the Initial Notice Date; or (b) incurred after the Initial Notice Date and before the Final Effective Date. For costs that were incurred after the Initial Notice Date and before the Final Effective Date, the Class Member must provide proof that they were denied coverage by the Toyota dealer prior to incurring the cost.

2. Class Members who provide Supporting Documentation and who made repair or replacement of a Fuel Pump on a Covered Vehicle may be reimbursed for: (i) rental vehicles; (ii) towing; and (iii) any unreimbursed repairs or part replacements. Out-of-pocket expenses that are the result of damage, collision, and/or misuse/abuse will not be eligible for reimbursement. Vehicles where the title, at any point, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit.

3. As part of the Claims Process, Class Members shall be eligible for the relief in this Section, if Class Members: (a) complete and timely submit Claim Forms, with Supporting

Documentation, to the Settlement Claims Administrator within the Claim Submission Period; (b) have Claims that are eligible for reimbursement; and (c) do not opt out of the settlement. The Claim Form shall be available on the settlement website and can be submitted in either hard-copy or online. In no event shall a Class Member be entitled to submit more than one Claim Form per Covered Vehicle. Claims must be submitted with Supporting Documentation.

4. The Settlement Notice Administrator shall receive the Claims, whether submitted electronically via the settlement website or in paper copy, and the Settlement Claims Administrator shall administer the review and processing of Claims. The Settlement Notice Administrator shall have the authority to determine whether Claim Forms submitted by Class Members are complete and timely.

5. If a Claim is deficient, the Settlement Notice Administrator shall mail a notice of deficiency letter to the Class Member and email notice to the Class Member if an email address was provided, requesting that the Class Member complete and/or correct the deficiencies and resubmit the Claim Form within sixty (60) days of the date of the letter and/or e-mail from the Settlement Notice Administrator. If the Class Member fails to provide the requested documentation or information, the deficient Claim (or deficient portion thereof) shall be denied without further processing. The Settlement Notice Administrator shall promptly provide complete and timely Claims to the Settlement Claims Administrator for review and determination of relief. The Settlement Claims Administrator shall use reasonable efforts to complete their review of timely and completed Claim Forms within sixty (60) days of receipt. The Settlement Claims Administrator's review period for submitted Claims shall not be required to commence any earlier than sixty (60) days after the occurrence of the Final Effective Date.

(a) If accepted for payment, the Settlement Claims Administrator shall pay the Claim of the Class Member and shall use reasonable efforts to pay timely, valid, and approved Claims within sixty (60) days after the later of receipt of the Claim or the date of issuance of the Final Order and Final Judgment. In order to timely pay claims as set forth in the preceding sentence, the Settlement Claims Administrator shall periodically request funds from Defendants to pay the approved Claims with sufficient time to allow Defendants to obtain and provide the funds to the Settlement Claims Administrator.

(b) If the Claim is rejected for payment, in whole or in part, the Settlement Claims Administrator shall notify Class Counsel, Toyota's Counsel, and Denso's Counsel of said rejection of Class Member's Claim and the reason(s) why within sixty (60) days of the rejection. The decision of the Settlement Claims Administrator shall be final; provided, however, that Class Counsel, Toyota's Counsel, and Denso's Counsel may meet and confer to resolve any denied Claims. If Class Counsel, Toyota's Counsel, and Denso's Counsel jointly recommend payment of the rejected Claims or payment of a reduced claim amount, then Toyota's Counsel and/or Denso's Counsel shall inform the Settlement Claims Administrator, who shall instruct Defendants to pay said Claims. If Class Counsel, Toyota's Counsel, and Denso's Counsel disagree with the Settlement Claims Administrator's initial determination, they shall so notify the Settlement Claims Administrator, with explanation, and the Settlement Claims Administrator shall make a final determination as to whether the Claim shall be paid. If a Claim is rejected in full or in part, the Settlement Claims Administrator shall direct the

Settlement Notice Administrator to mail a notice of rejection letter to the Class Member and email notice to the Class member if an e-mail address was provided.

6. The Settlement Claims Administrator shall direct the Settlement Notice Administrator to provide status reports to Class Counsel, Toyota's Counsel and Denso's Counsel every six (6) months until the distribution of the last reimbursement check, including copies of all rejection notices. Any Class Member whose Claim is rejected in full shall not receive any payment for the Claim submitted and shall, in all other respects, be bound by the terms of the Settlement Agreement and by the Final Order and Final Judgment entered in the Action. Similarly, any Class Member whose Claim is approved in part and rejected in part shall not receive any payment for that portion of the Claim that is rejected and shall, in all other respects, be bound by the terms of the Settlement Agreement and by the Final Order and Final Judgment entered in the Action.

7. No person shall have any claim against Toyota, Denso, the Settlement Claims Administrator, the Settlement Special Master, Class Representatives, the Class, Plaintiffs' Counsel, Class Counsel, Toyota's Counsel, Denso's Counsel, or the Settlement Notice Administrator based on any eligibility determinations.

8. For any checks that are uncashed by Class Members after 90 days, the Settlement Notice Administrator shall seek to contact the Class Members with the uncashed checks and have them promptly cash the checks, including, but not limited to, by reissuing checks. If the Settlement Notice Administrator is not successful at getting Class Members to cash a check within six months of the issuance of the check, the amount of the check will revert to Defendants.

D. **Reconsideration Procedure for Denial of Coverage**

1. If a Class Member and/or subsequent purchaser/lessee of a Covered Vehicle is denied coverage for repairs (including parts and labor), if any, in materials or workmanship in the Fuel Pumps, pursuant to Section III.A.1 or Section III.B.1 of this Settlement Agreement, the Class

Member and/or subsequent purchaser/lessee may take the Covered Vehicle to a second Toyota Dealer for an independent determination. If the second Toyota Dealer determines that the Covered Vehicle qualifies for a repair and/or replacement of the fuel pump kit, the Class Member shall be provided those benefits as provided in this Agreement.

E. **Duties of the Settlement Claims Administrator**

1. The Settlement Claims Administrator shall carry out the terms and conditions of the Out-of-Pocket Claims Process in this Agreement. The Settlement Claims Administrator shall be responsible for, without limitation: (a) timely and efficiently coordinating with the Settlement Notice Administrator regarding the transfer, receipt and review of Out-of-Pocket Claims from Claimants; (b) reviewing Out-of-Pocket Claims; (c) determining whether additional information is needed to process Out-of-Pocket Claims and instructing the Settlement Notice Administrator to inform the Claimants of said requests; (d) determining if Out-of-Pocket Claims are valid and entitled to relief; (e) providing a chart of relief awards, if any, for Out-of-Pocket Claims received by the Settlement Claims Administrator to the Settlement Notice Administrator; (f) providing such other information that is reasonably requested by the Settlement Notice Administrator and/or the Parties; (g) reviewing and approving/rejecting, in whole or in part, the prospective rental and towing charges of Class Members relating to the Loaner/Towing Program; (h) coordinating with the Parties and the Settlement Notice Administrator to address and resolve issues regarding out-of-pocket reimbursement denials; and (i) coordinating with the Parties, the Settlement Notice Administrator and the Settlement Special Master to address and resolve issues regarding any disputes by Class Member relating to the denial of any benefits under this Settlement.

2. If the Settlement Claims Administrator makes a material or fraudulent misrepresentation to any party, conceals requested material information, or fails to perform adequately on behalf of Toyota, Denso or the Class, the Parties may agree to remove the Settlement

Claims Administrator. Disputes regarding the retention or dismissal of the Settlement Claims Administrator shall be referred to the Court for resolution.

3. The Settlement Claims Administrator shall maintain staffing sufficient to perform all duties delegated to the Settlement Claims Administrator in this Settlement Agreement and shall appoint a designated staff member to act as liaison with Class Counsel, Toyota's Counsel and Denso's Counsel.

4. In the event of a communication sent by a Class Member that should have been properly sent to the Settlement Special Master and/or the Party(ies), the Settlement Special Master and the Parties, through their respective counsel, shall promptly, after receipt, provide copies of any correspondence to each other that should properly be delivered to the Settlement Special Master and/or counsel for the other Party.

F. **Settlement Oversight**

1. In the event there remains a dispute by a Class Member relating to entitlement to any benefit under the Customer Support Program, the Loaner/Towing Program, the Extended New Parts Warranty, and/or Out-of-Pocket Claims Process that is not resolved after exhausting all other means of resolution available under this Settlement, the Settlement Claims Administrator or the Settlement Notice Administrator, as the case may be, shall provide a written notice of same, together with all necessary documentation, to the Settlement Special Master, Class Counsel, Toyota's Counsel and Denso's Counsel within fifteen (15) days of the final act constituting the denial of the benefit. Class Counsel, Toyota's Counsel, and Denso's Counsel shall confer and either make a joint recommendation to the Settlement Claims Administrator or separately relay their positions concerning the dispute to the Settlement Claims Administrator within thirty (30) days. The Settlement Claims Administrator shall make a final determination concerning the dispute and provide written notice of same, with directions for implementation, to the Parties, or

Settlement Notice Administrator within thirty (30) days. Toyota's Counsel, Denso's Counsel, and/or the Settlement Notice Administrator shall implement the Settlement Claims Administrator's determination within thirty (30) days; provided, however, that if the determination was to allow, in full or in part, a previously denied Claim, the Settlement Notice Administrator shall pay the Claim in the next distribution of checks for allowed Claims.

2. During the twelve (12) months after the Final Effective Date, the Settlement Claims Administrator and the Settlement Notice Administrator, with cooperation of Toyota's Counsel and Denso's Counsel, shall provide quarterly reports to Class Counsel concerning the implementation of and Class Member participation in the Customer Support Program.

#### **IV. NOTICE TO THE CLASS**

##### **A. Class Notice**

1. Class Notice will be accomplished through a combination of Direct Mail Notice, Publication Notice, notice through the settlement website, Long Form Notice, social media notice, and such other notice as Class Counsel or Defendant believe is required by Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and all other applicable statutes, laws and rules, including those described below, as well as those in the Preliminary Approval Order, the Declaration of the Settlement Notice Administrator and the Notice Plan (attached hereto as Exhibits 9 and 4), and this Settlement Agreement. The Notice Program shall be carried out in substantially the manner provided in this Settlement Agreement. The costs of the Notice Program, including disseminating the notice and otherwise implementing the notice specified in this Section IV of this Settlement Agreement, shall be paid by Defendants.

##### **B. Direct Mail Notice**

1. Consistent with the timeline specified in the Preliminary Approval Order, the Settlement Notice Administrator shall begin to send the Direct Mail Notice, substantially in the

form attached hereto as Exhibit 6, by U.S. Mail, proper postage prepaid, to the current and former registered owners of Covered Vehicles, as identified by data to be forwarded to the Settlement Notice Administrator by IHS Automotive, Driven by Polk. The Direct Mail Notice shall inform those persons of how to obtain the Long Form Notice via the settlement website, via regular mail or via a toll-free telephone number, pursuant to Sections IV.D through F, below. In addition, the Settlement Notice Administrator shall: (a) re-mail any notices returned by the United States Postal Service with a forwarding address; (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 updated addresses so found.

2. The QR code associated with the Direct Notice shall remain active and the link associated with the QR code shall be maintained in proper working order by the Settlement Notice Administrator for the duration of the Customer Support Program.

C. **Publication Notice**

1. Consistent with the timeline specified in the Preliminary Approval Order, the Settlement Notice Administrator shall cause the publication of the Publication Notice, as described in the Notice Plan, in such additional newspapers, magazines, and/or other media outlets as shall be agreed upon by the Parties. The form of the Publication Notice agreed upon by the Parties is in the form substantially similar to the one attached to the Agreement as Exhibit 7.

D. **Settlement Website**

1. The Settlement Notice Administrator shall establish a settlement website that will inform Class Members of the terms of this 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, but not limited to, the Settlement Agreement, the Publication Notice, Frequently Asked Questions and Answers, and Court documents that may be of interest to most Class Members.

E. **Long Form Notice**

1. **Contents of Long Form Notice.**

The Long Form Notice shall be in a form substantially similar to the document attached to this Settlement Agreement as Exhibit 5, 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 Action, the history of the Action, the preliminary certification of the Class for settlement purposes, and the Settlement Agreement, including information on the identity of Class Members, how the Settlement Agreement would provide relief to the Class and Class Members, the Release under the Settlement Agreement, 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 Long Form 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 Settlement Agreement, the requested award of Attorneys' Fees, Costs and Expenses, and/or the requested Class Representative service awards, and to appear at the Fairness Hearing. The

Long Form 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 being sought by Class Counsel as Attorneys' Fees, Costs and Expenses and individual awards to Class Representatives, and shall explain that Defendants will pay the fees and expenses awarded to Class Counsel and individual awards to Class Representatives in addition to amounts being made available for relief to Class Members by this Settlement Agreement.

2. Dissemination of Long Form Notice.

The Long Form Notice shall be available on the settlement website. The Settlement Notice Administrator shall send, via first-class mail, the Long Form Notice to those persons who request it in writing or through the toll-free telephone number.

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.

G. Internet Banner Notifications

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

H. 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 shall otherwise comply with its terms. The identities of such officials and the content of the materials shall be mutually agreeable to the Parties and in all respects comport with statutory obligations.

I. **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 Mail Notice; (b) handling returned mail not delivered to Class Members; (c) attempting to obtain updated address information for any Direct Mail Notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Settlement Agreement; (e) responding to requests for Long Form Notice; (f) receiving and maintaining on behalf of the Court any Class Member correspondence regarding requests for exclusion and/or objections to the Settlement Agreement; (g) forwarding written inquiries to 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 Class Counsel, Toyota's Counsel, and Denso's Counsel; (j) establishing and maintaining a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Action and the Settlement Agreement; (k) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement Agreement; (l) coordinating with the Settlement Claims Administrator regarding the forwarding of Claims for reimbursement as part of the Out-of-Pocket Claims Process, and (m) coordinating with the Parties, the Settlement Claims Administrator and the Settlement Special Master concerning any disputes by Class Members relating to the denial of any benefits under this Settlement. The Settlement Notice Administrator shall also be responsible for, without limitation, implementing the terms of

the Claims Process and related administrative activities, as discussed above in this Settlement Agreement. The Settlement Notice Administrator shall be responsible for arranging for the publication of the Publication Notice, establishing internet banner notifications, and for consulting on Class Notice. The Settlement Notice Administrator shall perform their responsibilities so as to minimize costs in effectuating the terms of this Settlement Agreement.

2. If the Settlement Notice Administrator makes a material or fraudulent misrepresentation to any party, conceals requested material information, or fails to perform adequately on behalf of Toyota, Denso, or the Class, the Parties may agree to remove the Settlement Notice Administrator. Disputes between the Parties regarding the retention or dismissal of the Settlement Notice Administrator shall be referred to the Court for resolution.

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

4. Not later than 5 days before the date of the Fairness Hearing, the Settlement Notice Administrator shall file with the Court a list of those persons who sought to exclude themselves from this Settlement and the terms of this Settlement Agreement. Not later than 7 days before the date of the Fairness Hearing, the Settlement Notice Administrator shall file with the Court an affidavit setting forth the details outlining the scope, method, and results of the Notice Program.

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

J. **Self-Identification**

Persons or entities who believe that they are Class Members, but did not previously receive Direct Mail Notice, may contact Class Counsel or the Settlement Notice Administrator and provide necessary documentation indicating that they wish to be eligible for the relief provided in this Settlement Agreement.

V. **REQUESTS FOR EXCLUSION**

A. Any 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 Long Form Notice, specifying that he or she wants to be excluded and otherwise complying with the terms stated in the Long Form Notice and Preliminary Approval Order. The written request must include:

1. The case name and number of the Action;
2. The excluding Class Member's full name, current residential address, mailing address (if different), telephone number, and e-mail address;
3. An explanation of the basis upon which the excluding Class Member claims to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s);
4. A request that the Class Member wants to be excluded from the Class; and
5. The excluding Class Member's dated, handwritten signature (an electronic signature or attorney's signature is not sufficient).

B. The Settlement Notice Administrator shall forward copies of any written requests for exclusion to Class Counsel, Toyota's Counsel, and Denso's Counsel. A list reflecting all timely, valid requests for exclusion shall be filed with the Court by the Settlement Notice Administrator no later than 5 days before the Fairness Hearing. If a potential Class Member files a request for exclusion, he or she may not file an objection under Section VI, below.

C. Any Class Member who does not file a timely, valid written request for exclusion as provided in this Section V shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release, Final Judgment, and Final Order in the Action, even if he, she, or it has litigation pending or subsequently initiates litigation against Toyota and/or Denso relating to the claims and transactions released in the Action.

D. Toyota's Counsel shall provide to the Settlement Notice Administrator, within 20 business days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending litigation against Toyota relating to claims involving the Covered Vehicles and/or otherwise covered by the Release.

## **VI. OBJECTIONS TO SETTLEMENT**

A. Any Class Member who has not excluded themselves pursuant to Section V and wishes to object to the Settlement Agreement, the requested award of Attorneys' Fees, Costs, and Expenses, and/or the requested Class Representative service awards must (1) file their objection electronically with the Court on or before the date specified in the Preliminary Approval Order, or (2) mail their objection to the Clerk of the Court, Class Counsel, and Defendants' counsel with a postmark dated on or before the date specified in the Preliminary Approval Order. For an objection to be considered by the Court, the objection must be received by the Court on or before the deadline established by the Court for submitting objections. For an objection to be considered by the Court, the objection must also set forth:

1. The case name and number of the Action;
2. The objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address;

3. An explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Covered Vehicle(s), and whether the Covered Vehicle is currently owned or currently leased by the Class Member;

4. Whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection;

5. 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 to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, 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;

6. The full name, telephone number, mailing address, and e-mail 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 Agreement and/or the request for Attorneys' Fees, Costs and Expenses;

7. The identity of all counsel representing the objector who will appear at the Fairness Hearing;

8. The number of times the objector's counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption and case number of each case in which objector's counsel has made such objection and the caption and case number of any related appeal;

9. If the Class Member or his or her counsel have not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection;

10. A list of all persons who will be called to testify at the Fairness Hearing in support of the objection;

11. A statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and

12. The objector's original signature and date of signature. Each objection must be personally signed by the objector (an electronic signature or attorney's signature is not sufficient).

B. Any Class Member who fails to comply with the provisions of Section VI.A, above, shall be deemed to have waived and forfeited any and all rights he or she may have to appear separately and object, whether by a subsequent objection, intervention, appeal, or any other process, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Order, and the Final Judgment in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of this Section VI.A. Without limiting the foregoing, any challenge to the Settlement Agreement, Final Order, or Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through collateral proceedings. Class Members may not both object and request exclusion (opt out).

C. Any Class Member who objects to the Settlement Agreement shall be entitled to all the benefits of the Settlement Agreement if the Settlement Agreement and the terms contained

herein are approved, as long as the objecting Class Member complies with all requirements of this Settlement Agreement applicable to Class Members.

**VII. RELEASE AND WAIVER**

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

B. In consideration for the Settlement Agreement, Class Representatives, and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or unasserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of any state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of any kind arising from, related to, connected with, and/or in any way involving the Action, the Covered Vehicles' Fuel Pumps, and/or associated parts that are, or could have been, defined, alleged, or described in the Class Action Complaint, the Action, or any amendments of the Class Action Complaint ("Released Claims"); provided, however, that notwithstanding the foregoing, Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

C. Notwithstanding the foregoing, Class Representatives and/or the other Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.

D. The Final Order will reflect the terms of this Release.

E. Class Representatives, on behalf of the other Class Members and through Class Counsel, expressly agree that this Release, the Final Order, and/or the Final Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

F. Class Representatives and Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, 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 and the Settlement Agreement.

G. In connection with the Settlement Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they and other Class Members 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 Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel and Class Representatives in executing this Settlement Agreement to fully, finally, and forever settle, release, discharge, and hold harmless all such matters, and all claims 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 Action, provided, however, that Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

H. Class Representatives expressly understand and acknowledge that they will be deemed by the Final Judgment and Final Order 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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Class Representatives 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.

I. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Class Representatives 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 Action, including, without limitation, any claim for benefits, proceeds, or value under the Action, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the individual claims that they are releasing under the Settlement Agreement or in any benefits, proceeds, or values in the individual claims that they are releasing under the Settlement Agreement.

J. 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, expert or consultant fees, interest, litigation expenses, or any other fees, costs, and/or disbursements incurred by Class Counsel, Plaintiffs' Counsel, Class Representatives, or other Class Members who claim to have assisted in conferring the benefits under this Settlement Agreement upon the Class.

K. In consideration for the Settlement Agreement, Toyota and Denso and their past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, successors and assigns shall be deemed to have, and by operation of the Final Order shall have, released Plaintiffs' Counsel, Class Counsel, and each Class Representative from any and all causes of action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.

L. Class Representatives, Plaintiffs' Counsel, Class Counsel, and any other attorneys who receive attorneys' fees and costs from this Settlement Agreement 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. The Parties specifically understand that there may be further pleadings, discovery requests and responses, testimony, or other matters or materials owed by the Parties pursuant to existing pleading requirements, discovery requests, or pretrial rules, procedures, or orders, and that, by entering into this Settlement Agreement, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.

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

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

#### **VIII. QUALIFIED SETTLEMENT FUND**

A. The Parties, through their respective counsel, shall move the Court to establish and create a Qualified Settlement Fund (“QSF”), pursuant to Internal Revenue Code § 468B and the Regulations issued thereto, which shall be used to deposit and distribute Class Counsel’s Attorneys’ Fees, Costs, and Expenses and Class Representative service awards awarded by the Court, with the QSF to be held by the Escrow Agent. All payments to be made by Defendants 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 a mutually-agreed-upon bank with a preference for a bank located in New York State. The Escrow Agent shall invest the payments in short-term United States Agency or Treasury Securities (or a mutual fund invested solely in such instruments), or in a United States Government fully-insured account, and shall collect and reinvest any and all interest accrued thereon, if applicable, unless interest rates are such that they would effectively preclude investment in interest-bearing instruments as defined herein. 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 by Defendants without prior Order of the Court. All other expenses related to the Escrow Account and/or QSF (including but not limited to the payment of the Escrow Account officer), shall be paid for separately, by Defendants. 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.

B. The Parties hereto agree that the Escrow Account shall be treated as a QSF from the earliest date possible and agree to any relation back election required to treat the Escrow Account as a QSF from the earliest date possible. The Escrow Account shall be initially comprised of one fund which shall be a single QSF. Toyota, Denso, the Settlement Special Master, Class Representatives, and Class Counsel shall have no responsibility with respect to taxes owed by the QSF or Class Members who receive distributions from the QSF pursuant to this Settlement Agreement.

C. Following the Court's grant of Final Approval, on agreement by the parties, the Settlement Special Master may distribute funds from the QSF.

D. If the Court does not grant final approval to the Settlement, any funds remaining in the QSF shall revert to Defendants, as per their contributions, and any such funds paid into the QSF and not returned to Defendants will be credited towards any eventual settlement that may be approved.

**IX. ATTORNEYS' FEES, COSTS, AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS**

A. At the conclusion of the Parties reaching agreement on the substantive material terms of this Settlement Agreement, the Parties mediated attorneys' fees and costs and individual Class Representative service awards with the assistance of Settlement Special Master Patrick A. Juneau. Following a series of intensive negotiations between the Parties and the Settlement Special Master Juneau on August 11, 2022, the Parties requested that Settlement Special Master Juneau propose a mediator's number for the amount of attorneys' fees; Settlement Special Master Juneau provided the Parties with a mediator's recommendation of \$28,500,000.00 for Class Counsel

attorneys' fees. After further evaluation, the Parties subsequently agreed to accept the Settlement Special Master Juneau's mediator number.

B. Additionally, as a result of additional negotiations, Class Counsel agreed to limit any petition for an award of costs and expenses in the Action to \$500,000.00, and further agreed that Class Counsel may petition the Court for (i) Class Representative service awards of up to \$3,500.00 for Class Representatives who had their vehicles inspected by the Defendants for their time in connection with the Action; and (ii) Class Representative service awards of up to \$2,500.00 for Class Representatives who did not have their vehicles inspected by the Defendant for their time in connection with the Action. A total of up to 4 Class Representatives had their vehicles inspected, resulting in an amount up to \$14,000.00. A total of 29 Class Representatives did not have their vehicles inspected, resulting in an amount of \$72,500.00. The full amount of service awards for all 33 Class Representatives is up to \$86,500.00.

C. Defendants agree to deposit the amount of the Attorneys' Fees, Costs, and Expenses and Class Representative service awards into a QSF no later than ninety (90) days from the date of the issuance of the preliminary approval order by the Court. The timing of the distribution of the Attorneys' Fees, Costs, and Expenses and Class Representative service awards, as awarded by the Court in the issued Final Order, shall be at the discretion of the Settlement Special Master.

D. Separate and apart from the consideration for this settlement, following application to the Court and subject to Court approval, the Attorneys' Fees, Costs, and Expenses and Class Representative awards actually awarded by the Court shall be disbursed by Settlement Special Master Juneau from the funds deposited by Defendants in the QSF as the fee award and costs and expense reimbursement to Plaintiffs' Counsel and to the Class Representatives as service awards. The Attorneys' Fees, Costs, and Expenses actually awarded by the Court shall be the sole

compensation paid by Defendants for all Plaintiffs' Counsel in the Action and/or for work incurred that inured to the benefit of the Class.

E. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' Fees, Costs, and Expenses awarded by the Court to Class Counsel, or concerning the amounts of Class Representative service awards that are awarded by the Court to Class Representatives, shall affect whether the Final Order and Final Judgment are final and shall not constitute grounds for cancellation or termination of the settlement.

**X. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT, AND RELATED ORDERS**

A. On or before September 7, 2022, the Parties shall seek from the Court a Preliminary Approval Order in a form substantially similar to Exhibit 3. The Preliminary Approval Order shall, among other things:

1. Certify a nationwide settlement-only Class, approve Class Representatives as Class Representatives, and appoint Class Counsel as counsel for the Class, pursuant to Fed. R. Civ. P. 23;
2. Preliminarily approve the Settlement Agreement;
3. Require the dissemination of the Notice and the taking of all necessary and appropriate steps to accomplish this task;
4. Determine that Class Notice and the Notice Program comply with all legal requirements, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;

5. Schedule a date and time for a Fairness Hearing to determine whether the Settlement Agreement should be finally approved by the Court, and whether the requested Attorneys' Fees, Costs and Expenses and Class Representative service awards should be granted;

6. Require Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion as directed in this Settlement Agreement and Long Form Notice and provide 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 Settlement Agreement to submit an appropriate and timely written statement as directed in this Settlement Agreement and Long Form Notice;

8. Require attorneys representing Class Members objecting to the Settlement Agreement, at such Class Members' expense, to file a timely notice of appearance with the Court as directed in the Long Form Notice;

9. Issue a preliminary injunction and stay all other actions, pending final approval by the Court;

10. Issue a preliminary injunction enjoining potential Class Members, pending the Court's determination of whether the Settlement Agreement should be given final approval, from challenging in any action or proceeding any matter covered by this Settlement Agreement, except for proceedings in this Court to determine whether the Settlement Agreement will be given final approval;

11. Appoint the Settlement Notice Administrator and the Settlement Claims Administrator;

12. Authorize Toyota and/or Denso to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement; and

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

B. After the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Order and Final Judgment in the forms substantially similar to Exhibits 11 and 10, respectively.

The Final Judgment and Final Order shall, among other things:

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

2. Confirm the certification of the Class for settlement purposes only, pursuant to Fed. R. Civ. P. 23;

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

4. Find that the Class Notice and the Notice Program comply with all laws, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;

5. Dismiss the Action with prejudice and without costs (except as provided for herein as to costs);

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

7. Issue a permanent injunction;

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

9. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement 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 Settlement Agreement and its implementation.

**XI. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT**

A. The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Order and Final Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement 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 Settlement Agreement.

B. This Settlement Agreement shall terminate at the discretion of either Toyota or Denso or Class Representatives, through Class Counsel, if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of the Settlement Agreement that the terminating party reasonably determine(s) is material, including, without limitation, the terms of relief, 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 the terminating party reasonably determine(s) is material; or (3) the Parties are unable after good faith efforts to reach agreement regarding Additional Vehicles. The terminating party must exercise the option to withdraw from and terminate this Settlement Agreement, as provided in this Section X.B., 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.

C. If an option to withdraw from and terminate this Settlement Agreement arises under Section X.B above, neither Toyota, Denso, nor Class Representatives, through Class Counsel, 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 Settlement Agreement is terminated pursuant to Section X.B, above, then:

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

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

3. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Toyota, Denso, Class Representatives, or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement 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. Class Representatives, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, and on behalf of the Class, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims,

causes of action, or remedies that have been or might later be asserted in the Action including, without limitation, any argument concerning class certification, and treble or other damages;

5. Toyota, Denso, and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, and arguments in support of, 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 the fact of the Settlement Agreement having been made, the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to this Settlement Agreement shall be admissible or entered into evidence for any purpose whatsoever, except to the extent the Settlement Agreement is filed with the Court, it can be referenced in the Action and any related appeal;

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

8. All costs incurred in connection with the Settlement Agreement, including, but not limited to, notice, publication, claims administration and customer communications are the responsibility of Defendants and will be paid by Defendants. Neither Class Representatives nor Class Counsel shall be responsible for any of these costs or other settlement-related costs; and

9. Notwithstanding the terms of this paragraph, if the Settlement is not consummated, Class Counsel may include any time spent in settlement efforts as part of any fee petition filed at the conclusion of the case, and Toyota and Denso reserve the right to object to the reasonableness of such requested fees.

## **XII. GENERAL MATTERS AND RESERVATIONS**

A. Toyota and Denso have denied and continue to deny each and all of the claims and contentions alleged in the Action, and have denied and continue to deny that they have committed any violation of law or engaged in any wrongful act that was alleged, or that could have been alleged, in the Action. Toyota and Denso believe that they have valid and complete defenses to the claims asserted against them in the Action and deny that they 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 Action. Nonetheless, Toyota and Denso have concluded that it is desirable that the Action be fully and finally settled in the matter and upon the terms and conditions set forth in this Settlement Agreement.

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

1. Entry by the Court of the Final Order and Final Judgment approving the Settlement Agreement, 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 Settlement Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Settlement Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent Toyota or Denso from disclosing such necessary information from this Settlement Agreement, 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. 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 to effectuate the terms and conditions of this Settlement Agreement.

D. Class Representatives and 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 Class Representatives nor their counsel may disclose it to third parties (other than experts or consultants retained by Class Representatives in connection with the Action); that it not be the subject of public comment; that it not be used by Class Representatives or Class Counsel in any way in this litigation or otherwise should the Settlement Agreement not be achieved, and that it is to be returned if a settlement is not concluded; provided, however, that nothing contained herein shall prohibit Class Representatives from seeking such information through formal discovery if not previously requested through formal discovery or from referring to the existence of such information in connection with the settlement of the Action.

E. Information provided by Toyota, Denso, Toyota's Counsel, and/or Denso's Counsel to Class Representatives, Class Counsel, Plaintiffs' Counsel, any individual Class Member, counsel for any individual Class Member, and/or administrators, pursuant to the negotiation and implementation of this Settlement Agreement, includes trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential" pursuant to the protective orders that have been or will be entered in the Action, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Toyota's or Denso's request, be promptly returned to Toyota's Counsel or Denso's Counsel, and there shall be no implied or express waiver of any privileges, rights, and defenses.

F. Within 90 days after the Final Effective Date (unless the time is extended by agreement of the Parties), Class Counsel, Plaintiffs' Counsel, and any expert or other consultant

employed by them in such capacity or any other individual with access to documents provided by Toyota, Denso, Toyota's Counsel, and/or Denso's shall either: (i) return to Toyota's Counsel or Denso's Counsel, all such documents and materials (and all copies of such documents in whatever form made or maintained), physical evidence, and/or tangible items produced during the settlement process by Toyota and/or Toyota's Counsel or Denso and/or Denso's Counsel and any and all handwritten notes summarizing, describing or referring to such documents; or (ii) certify to Toyota's Counsel or Denso's Counsel that all such documents, physical evidence, tangible items, and/or materials (and all copies of such documents in whatever form made or maintained) produced by Toyota and/or Toyota's Counsel or Denso and/or Denso's Counsel and any and all handwritten notes summarizing, describing or referring to such documents have been destroyed, provided, however, that this Section XI.F shall not apply to any documents made part of the record in connection with a Claim for reimbursement as part of the Out-of-Pocket Claims Process, nor to any documents made part of a Court filing, nor to Class Counsel's and Plaintiffs' Counsel's work-product. Nothing in this Settlement Agreement shall affect any confidentiality order or protective order in the Action.

G. Toyota's execution of this Settlement Agreement shall not be construed to release – and Toyota expressly does not intend to release – any claim Toyota may have or make against any insurer for any cost or expense incurred in connection with this Settlement Agreement, including, without limitation, for Attorneys' Fees, Costs, and Expenses.

H. Denso's execution of this Settlement Agreement shall not be construed to release – and Denso expressly does not intend to release – any claim Denso may have or make against any insurer for any cost or expense incurred in connection with this Settlement Agreement, including, without limitation, for Attorneys' Fees, Costs, and Expenses.

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

J. Class Counsel further represent that Class Representatives: (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 Action or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Settlement Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Class Counsel and/or Plaintiffs' Counsel and have agreed to its terms; (6) have consulted with Class Counsel about the Action and this Settlement Agreement and the obligations imposed on representatives of the Class; (7) have authorized Class Counsel to execute this Settlement Agreement on their behalf; and (8) shall remain and serve as representatives of the Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that said Class Representatives cannot represent the Class.

K. The Parties acknowledge and agree that no opinion concerning the tax consequences of the Settlement Agreement 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 Settlement 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.

L. Toyota represents and warrants that the individual(s) executing this Settlement Agreement is authorized to enter into this Settlement Agreement on behalf of Toyota.

M. Denso represents and warrants that the individual(s) executing this Settlement Agreement is authorized to enter into this Settlement Agreement on behalf of Denso.

N. This Settlement 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 Class Counsel, Toyota's Counsel on behalf of Toyota, and Denso's Counsel on behalf of Denso. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Settlement Agreement exist among or between them, and that in deciding to enter into this Settlement Agreement, they rely solely upon their judgment and knowledge. This Settlement Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.

O. This Settlement Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of New York notwithstanding its conflict-of-laws provisions.

P. For the purposes of settlement only, Toyota and Denso consent to the personal jurisdiction of the United States District Court for the Eastern District of New York and any disagreement and/or action to enforce this Settlement Agreement shall be commenced and maintained only in the United States District Court for the Eastern District of New York. However, Toyota and Denso reserve the right to contest personal jurisdiction if the Court does not approve the settlement.

Q. Whenever this Settlement 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 Toyota, then to:

John P. Hooper  
Eric Gladbach  
King & Spalding LLP  
1185 Avenue of the Americas  
34th Floor  
New York, NY 10036  
Tel.: (212) 556-2220  
Tel.: (212) 556-2226  
E-mail: [Jhooper@kslaw.com](mailto:Jhooper@kslaw.com)  
E-mail: [Egladbach@kslaw.com](mailto:Egladbach@kslaw.com)

2. If to Denso, then to:

Daniel R.W. Rustmann  
BUTZEL LONG, P.C.  
150 W. Jefferson, Suite 100  
Detroit, MI 48226  
Phone: 313-225-7067  
Email: [rustmann@butzel.com](mailto:rustmann@butzel.com)

3. If to the Class, then to:

W. Daniel "Dee" Miles III  
Demet Basar  
Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.  
218 Commerce Street  
Montgomery, Alabama 36104  
Tel.: (800) 898-2034  
E-mail: [Dee.Miles@BeasleyAllen.com](mailto:Dee.Miles@BeasleyAllen.com)  
Email: [Demet.Basar@BeasleyAllen.com](mailto:Demet.Basar@BeasleyAllen.com)

R. 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 Settlement 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, Juneteenth, 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 Eastern District of New York.

S. 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 Settlement Agreement.

T. The Class, Class Representatives, Class Counsel, Toyota, Toyota’s Counsel, Denso, and/or Denso’s Counsel shall not be deemed to be the drafter of this Settlement 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 Settlement Agreement was drafted by counsel for the Parties during extensive arm’s length negotiations.

U. The Parties expressly acknowledge and agree that this Settlement 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 Settlement 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 Action, any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce this Settlement Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Settlement 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, Class Representatives, or the Class or as a waiver by the Released Parties, Class Representatives, or the Class of any applicable privileges, claims, or defenses.

V. Class Representatives, through their counsel, expressly affirm that the allegations contained in the Class Action Complaint and all prior complaints filed in the Action were made in good faith, but consider it desirable for the Action to be settled and dismissed because of the substantial benefits that the Settlement Agreement will provide to Class Members.

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

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

Y. If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement 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 Settlement Agreement.

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

AA. This Settlement Agreement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original.

BB. In the event any one or more of the provisions contained in this Settlement 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 Toyota’s Counsel, on behalf of Toyota, Denso’s Counsel, on behalf of Denso, and Class Counsel, on behalf of Class Representatives and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

CC. This Settlement Agreement shall be binding upon and inure to the benefit of, the successors and assigns of the Class and Defendants.

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY CLASS COUNSEL  
AS AUTHORIZED BY CLASS REPRESENTATIVES

BY:   
W. Daniel “Dee” Miles III

DATE: Sept. 7<sup>TH</sup>, 2022

BY: \_\_\_\_\_  
Demet Basar

DATE: \_\_\_\_\_, 2022

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

AA. This Settlement Agreement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original.

BB. In the event any one or more of the provisions contained in this Settlement 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 Toyota’s Counsel, on behalf of Toyota, Denso’s Counsel, on behalf of Denso, and Class Counsel, on behalf of Class Representatives and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

CC. This Settlement Agreement shall be binding upon and inure to the benefit of, the successors and assigns of the Class and Defendants.

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY CLASS COUNSEL  
AS AUTHORIZED BY CLASS REPRESENTATIVES

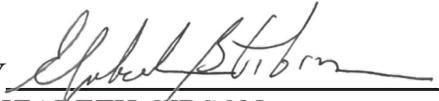
BY: \_\_\_\_\_  
W. Daniel “Dee” Miles III

DATE: \_\_\_\_\_, 2022

BY:  \_\_\_\_\_  
Demet Basar

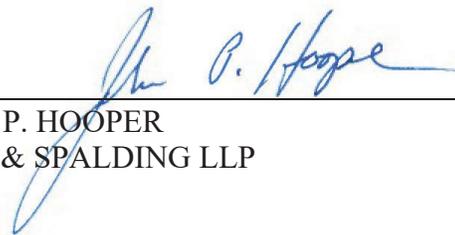
DATE: September 7, 2022

APPROVED AND AGREED TO BY TOYOTA MOTOR CORPORATION AND TOYOTA MOTOR NORTH AMERICA, INC.

BY   
ELIZABETH GIBSON  
V.P. DEPUTY GENERAL COUNSEL  
TMNA-TL1 NA CHIEF LEGAL OFFICER

DATE: September 7, \_\_\_\_\_, 2022

APPROVED AND AGREED TO AS TO FORM  
BY TOYOTA'S COUNSEL

BY   
JOHN P. HOOPER  
KING & SPALDING LLP

DATE: September 7, \_\_\_\_\_, 2022

APPROVED AND AGREED TO BY DENSO INTERNATIONAL AMERICA, INC.

BY Jon M. Canty DATE: September 7, 2022  
NAME Jon M. Canty  
TITLE(S) Director & General Counsel

APPROVED AND AGREED TO AS TO FORM  
BY DENSO'S COUNSEL

BY Daniel R.W. Rustmann DATE: SEPTEMBER 7, 2022  
DANIEL R.W. RUSTMANN  
BUTZEL LONG, P.C.

# Exhibit 1a

**LIST OF SSC VEHICLES**

Make	Model Years	Model	Production Period
Toyota	2017 – 2019	Highlander Hybrid	Mid-July 2017 – Early December 2019
Toyota	2018 – 2020	Camry Hybrid	Late October 2017 – Mid-September 2019
Toyota	2019	Avalon Hybrid	Mid-April 2018 – Early June 2019
Toyota	2019	RAV4 Hybrid	Early January 2019 – Late September 2019
Lexus	2013 – 2015	LS 600h	Mid-September 2013 – Late February 2015
Lexus	2014 – 2015	GS 450h	Mid-September 2013 – Late February 2015
Lexus	2017 – 2020	RX 450h	Early July 2017 – Early December 2019
Lexus	2018 – 2020	RX 450h L	Mid-October 2017 – Early September 2019
Lexus	2018	GS 450h	Mid-July 2018 – Late August 2018
Lexus	2019	ES 300h	Early July 2018 – Early June 2019

# Exhibit 1b

**LIST OF ADDITIONAL VEHICLES**

Make	Model Years	Model	Production Period
Toyota	2015-2018, 2019	4Runner	February 20, 2015 – May 31, 2018, April 5, 2019 – July 26, 2019
Toyota	2018	Avalon	October 24, 2017 – March 31, 2018
Toyota	2019-2020	Avalon Hybrid	June 11, 2019 – August 28, 2019
Toyota	2019-2020	Camry Hybrid	August 8, 2019 – August 28, 2019
Toyota	2019-2020	Camry	August 7, 2019 – January 23, 2020
Toyota	2019-2020	Corolla Hatchback	November 10, 2018 – August 30, 2019
Toyota	2019-2020	Corolla	May 9, 2018 – October 18, 2019
Toyota	2015-2020	Land Cruiser	March 12, 2015 – July 20, 2018, April 8, 2019 – August 2, 2019
Toyota	2019-2020	RAV4	November 7, 2018 – February 10, 2020
Toyota	2019-2020	RAV4 Hybrid	January 28, 2019 – February 13, 2020
Toyota	2018-2020	Sequoia	October 26, 2017 – November 19, 2019
Toyota	2019-2020	Tacoma	June 18, 2019 – September 11, 2019
Toyota	2018-2020	Tundra	October 25, 2017 – November 7, 2019
Lexus	2019-2020	ES 300h	February 21, 2019 – February 26, 2020
Lexus	2018	ES 350	October 24, 2017 – March 31, 2018
Lexus	2015-2017	GS 350	February 20, 2015 – July 5, 2017
Lexus	2015-2019	GX 460	February 20, 2015 – May 31, 2018 April 5, 2019 – July 26, 2019
Lexus	2015-2016	IS 350	February 23, 2015 – September 30, 2016
Lexus	2015-2020	LX570	March 12, 2015 – July 20, 2018 April 8, 2019 – August 2, 2019
Lexus	2015-2020	NX 200t / NX 300	June 3, 2015 – May 11, 2018, April 22, 2019 – January 10, 2020
Lexus	2015-2017	RC350	February 24, 2015 – November 28, 2017
Lexus	2019	UX 200	February 10, 2019 – September 2, 2019

# Exhibit 2

**LIST OF SUBJECT VEHICLES**

Make	Model Years	Model	Production Dates
Toyota	2014-2015, 2018-2019	4Runner	Early September 2013 – Mid-February 2015, Late May 2018 – Early April 2019
Toyota	2018-2020	Avalon	Early April 2018 – Early October 2019
Toyota	2018-2020	Camry	Mid-November 2017 – Mid-February 2019
Toyota	2018-2020	Corolla	Mid-October 2017 – Early July 2019
Toyota	2019	Corolla Hatchback	Mid-June 2018 – Early November 2018
Toyota	2014	FJ Cruiser	Early September 2013 – Early August 2014
Toyota	2017-2019	Highlander	Mid-July 2017 – Early December 2019
Toyota	2014-2015, 2018-2019	Land Cruiser	Early September 2013 – Mid-March 2015, Mid- July 2018 – Early April 2019
Toyota	2019-2020	RAV4	Early October 2018 – Early October 2019
Toyota	2018-2020	Sequoia	Early April 2018 – Late July 2019
Toyota	2017-2020	Sienna	Early September 2017 – Early September 2019 1
Toyota	2017-2020	Tacoma	Early September 2017 - Mid-September 2019
Toyota	2018-2020	Tundra	Early April 2018 – Mid-July 2019
Lexus	2018-2020	ES350	Mid-November 2017 – Early September 2019
Lexus	2017	GS200t	Late July 2017 – Early September 2017
Lexus	2018, 2019	GS300	Mid-October 2017 – Early June 2018, Mid- September 2018 – Mid January 2019, Mid-May 2019 – Mid-May 2019
Lexus	2013-2014, 2015, 2017- 2019	GS350	Early September 2013 – Late July 2014, Early September 2014 – Late February 2015, Early July 2017 – Late May 2019
Lexus	2014-2015, 2018-2019	GX460	Early September 2013 – Mid-February 2015, Late May 2018 – Early April 2019
Lexus	2014	IS-F	Mid-September 2013 – Late July 2014
Lexus	2017	IS200t	Early July 2017 – Early October 2017
Lexus	2018-2019	IS300	Early October 2017 – Mid-May 2019
Lexus	2014-2015, 2018-2019	IS350	Early September 2013 – Late February 2015, Early October 2017 – Mid-May 2019
Lexus	2018-2020	LC500	Mid-July 2017 – Mid-June 2019
Lexus	2018-2020	LC500h	Mid-July 2017 – Early June 2019
Lexus	2013-2015	LS460	Early September 2013 – Late February 2015
Lexus	2018-2020	LS500	Late July 2017 – Late May 2019
Lexus	2018-2019	LS500h	Early October 2017 - Late May 2019
Lexus	2014-2015, 2018-2019	LX570	Early September 2013 – Mid-March 2015, Mid- July 2018 – Early April 2019
Lexus	2015	NX200t	Mid-October 2014 – Early June 2015
Lexus	2018-2019	NX300	Mid-May 2018 – Mid-April 2019
Lexus	2017	RC200t	Mid-September 2017 – Late November 2017
Lexus	2018-2019	RC300	Late November 2017 – Mid-May 2019
Lexus	2015, 2018- 2019	RC350	Mid-April 2014 – Late February 2015, Late November 2017 – Mid-May 2019
Lexus	2017-2020	RX350	Early July 2017 – Early December 2019
Lexus	2018-2020	RX350L	Early August 2017 – Early September 2019

Lexus	2019	UX200	Late June 2018 – Mid-February 2019
Toyota	2019-2020	Yaris Hatchback	Early October 2018 – Early February 2020
Toyota	2019-2020	Yaris Sedan	Early October 2018 – Early February 2020
Toyota	2019-2020	Yaris R	Early October 2018 – Early February 2020
Toyota	2018-2019	86	Early April 2018 – Early November 2018

# Exhibit 3

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

SHARON CHENG, CRISTINA DIAS,  
RHONDA SANFILIPO, BRUCE PULEO,  
ZINA PRUITT, RON ZIMMERMAN,  
CHERYL SILVERSTEIN, TINA FENG,  
ROBERT HAKIM, BERNADETTE GRIMES,  
ELIZABETH GENDRON, ROGER CARTER,  
MARLENE RUDOLPH, PATRICIA  
BARLOW, TERESA EDWARDS, ISAAC  
TORDJMAN, JAMES HETTINGER, DIEU  
LE, CHRIS BOHN, DANIEL DEWEERDT,  
CRAIG BOXER, BETTY DENDY,  
ELIZABETH PERSAK, KRISTI ROCK,  
JENNIFER CHALAL, JOHN TORRANCE,  
LENARD SHOEMAKER, MICHAEL  
MITCHELL, ROBERT SKELTON, JEFFREY  
JONES, ISABEL MARQUES, PAYAM  
RASTEGAR, and SYED ABDUL NAFAY,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

TOYOTA MOTOR CORPORATION,  
TOYOTA MOTOR NORTH AMERICA, INC.,  
and DENSO INTERNATIONAL AMERICA,  
INC.,

Defendants.

Case No: 1:20-cv-00629-WFK-JRC

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT  
DIRECTING NOTICE TO THE CLASS AND SCHEDULING FAIRNESS HEARING**

The Parties to the above-captioned action currently pending against Toyota Motor Corporation, Toyota Motor North America, Inc. (collectively “Toyota”), and Denso International America, Inc. (“Denso”) (collectively, “Defendants”) have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the “Settlement” or

“Settlement Agreement”).<sup>1</sup> The Parties reached the Settlement through arm’s-length negotiations with the assistance and oversight of Settlement Special Master Patrick A. Juneau. Under the Settlement Agreement, subject to the terms and conditions therein and subject to Court approval, the Action will be dismissed with prejudice, and Class Representatives and the proposed Class would fully, finally, and forever resolve, discharge, and release their claims against the Released Parties in exchange for Toyota’s agreement to implement a Customer Support Program for Additional Vehicles, which includes a Loaner/Towing Program; an Extended New Parts Warranty for Subject Vehicles and SSC Vehicles, which also includes a Loaner/Towing Program; reimburse Class Members for previously paid out-of-pocket expenses incurred to repair or replace a Fuel Pump of Covered Vehicles that were not otherwise reimbursed, among other related relief; and Toyota’s payment of the costs and expenses associated with providing and implementing the relief, as set forth in the Settlement Agreement.

The Settlement Agreement has been filed with the Court, and the Parties have filed a Joint Motion for Preliminary Approval of Class Settlement for Preliminary Certification of the Class for settlement purposes only, and the issuance of related orders (the “Motion”). Upon considering the Motion and exhibits thereto, the Settlement Agreement and related documents and exhibits, 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<sup>2</sup> and should be preliminarily certified for settlement purposes only; (3) the persons and entities identified below should be appointed Class Representatives, and 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,

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<sup>1</sup> Capitalized terms shall have the definitions and meanings accorded to them in the Settlement Agreement.

<sup>2</sup> All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

reasonable, and adequate to warrant sending notice of the Settlement to the Class; (7) the proposed Notice Program and proposed forms of notice 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, Class Counsel's application for an award of attorneys' fees and expenses ("Fee Application") and request for Class Representative service awards, their rights to opt-out of the Class and object to the Settlement, and the process for submitting a Claim to request reimbursement under the Out-of-Pocket Claims Process; (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 Class Counsel's Fee Application and request for Class Representative service awards; and (9) the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

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

1. The Court has 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 pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions alleged by the Class Representatives occurred in this District.

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

3. 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. *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 for settlement purposes only:

All individuals or legal entities who, at any time as of the entry of the Initial Notice Date, own or owned, purchase(d) or lease(d) Covered Vehicles in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions. Excluded from the Class are: (a) Toyota, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors; (b) Denso, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; (c) Plaintiffs' Counsel; and (d) judicial officers and their immediate family members and associated court staff assigned to this case. In addition, persons or entities are not Class Members once they timely and properly exclude themselves from the Class, as provided in this Settlement Agreement, and once the exclusion request is finally approved by the Court.

“Covered Vehicles” means the Additional Vehicles, SSC Vehicles, and the Subject Vehicles.

“Additional Vehicles” means those vehicles that are equipped with Denso low-pressure fuel pumps with part number prefixes 23220- and/or 23221- that are identified in Exhibit 1b. “SSC Vehicles” means the vehicles identified as part of the Special Service Campaigns 21LC01 and 21TC03, all of which are equipped with Denso low-pressure fuel pumps with part number prefixes 23220- and/or 23221-, and are listed on Exhibit 1a of the Settlement Agreement. “Subject Vehicles” means those vehicles that were identified as part of the Recall as defined in Section II.A.41 of the Settlement Agreement, all of which are equipped with Denso low-pressure fuel pumps with part number prefixes 23220- and/or 23221-, and/or are recalled vehicles that are listed in Exhibit 2 of the Settlement Agreement.

“Recall(s)” means Toyota’s recalls of the Subject Vehicles, namely, Toyota’s Recall 20V-012 submitted to NHTSA on or about January 13, 2020, the amendments submitted for Recall 20V-682 on or about November 4, 2020, and the amendments submitted for Recall 21V-617 on or about August 6, 2021, as identified in Exhibit 2 of the Settlement Agreement, and any expansions related thereto prior to Preliminary Approval.

5. Specifically, the Court finds, for settlement purposes, that the Class, for preliminary approval only, satisfies the following factors of Rule 23:

(a) Numerosity: The Court preliminarily finds that the Settlement Class is ascertainable from Defendants' confirmatory discovery as well as from other objective criteria, and the members of the Settlement Class are so numerous that their joinder before the Court would be impracticable. *See Vu v. Diversified Collection Servs., Inc.*, 293 F.R.D. 343, 352 (E.D.N.Y. 2013) ("While there is no magic number, courts have found numerosity to be satisfied by a class of forty members.") (citing *Consol. Rail Corp. v. Town of Hyde Park*, 47 F.3d 473, 483 (2d Cir. 1995)). Thus, the Rule 23(a)(1) numerosity requirement is met.

(b) Commonality: The commonality requirement of Rule 23(a)(2) is satisfied for settlement purposes because there are multiple questions of law and fact that center on the manufacturing and sale of Covered Vehicles equipped with low-pressure Denso fuel pumps, as alleged and/or described in the Second Amended Consolidated Class Action Complaint, which are common to the Class. *See Dupler v. Costco Wholesale Corp.*, 249 F.R.D. 29, 37 (E.D.N.Y. 2008) ("A single common issue of law will satisfy the commonality requirement.").

(c) Typicality: The Class Representatives' claims are typical of the other Class Members' claims for purposes of Settlement because they concern the same alleged conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. *See Shabazz v. Morgan Funding Corp.*, 269 F.R.D. 245, 250 (S.D.N.Y. 2010) ("Rule 23(a)(3) is satisfied when each class member's claim arises from the same course of events and each class member makes similar legal arguments to prove the defendant's liability."). Rule 23(a)(3) is therefore satisfied.

(d) Adequacy: The Court preliminarily finds that the Class Representatives will fairly and adequately protect the interests of the Settlement Class in that: (i) the Class Representatives' interests and the nature of claims alleged are consistent with those of the members of the Settlement Class; (ii) there appear to be no conflicts between or among the Class Representatives and the

Settlement Class; and (iii) the Class Representatives and the members of the Settlement Class are represented by qualified, reputable counsel who are experienced in preparing and prosecuting complex class actions. Rule 23(a)(4) is therefore satisfied.

(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 Class Members in a single, coordinated proceeding is superior to individual lawsuits addressing the same legal and factual issues.

6. The Court appoints the following persons as Class Representatives: Sharon Cheng, Cristina Dias, Rhonda SanFilipo, Bruce Puleo, Zina Pruitt, Ron Zimmerman, Cheryl Silverstein, Tina Feng, Robert Hakim, Bernadette Grimes, Elizabeth Gendron, Roger Carter, Marlene Rudolph, Patricia Barlow, Teresa Edwards, Issac Tordjman, James Hettinger, Dieu Le, Chris Bohn, Daniel Deweerdt, Craig Boxer, Betty Dendy, Elizabeth Persak, Kristi Rock, Jennifer Chalal, John Torrance, Lenard Shoemaker, Michael Mitchell, Robert Skelton, Jeffrey Jones, Isabel Marques, Payam Rastegar, and Syed Abdul Nafay, plaintiffs in the Action.

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

W. Daniel “Dee” Miles III  
Demet Basar  
Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.  
218 Commerce Street  
Montgomery, Alabama 36104  
Tel.: (800) 898-2034  
E-mail: Dee.Miles@BeasleyAllen.com  
E-mail: Demet.Basar@BeasleyAllen.com

#### Preliminary Approval of the Settlement

8. Pursuant to Rule 23(e)(2), in order to grant preliminary approval, the Court must find that the proposed Settlement is “fair, reasonable, and adequate” after considering whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was

negotiated at arm's length; (C) the relief provided for the class is adequate—taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of any the proposed methods of distributing relief to the class, including the method of processing class-member claims, if required; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other. FED. R. CIV. P. 23(e)(2) (amended Dec. 2018).

9. Preliminary approval is appropriate where the proposed settlement appears to be the “result of serious, informed, non-collusive (‘arm’s length’) negotiations, where there are no grounds to doubt its fairness and no other obvious deficiencies . . . and where the settlement appears to fall within the range of possible approval.” *Cohen v. J.P. Morgan Chase & Co.*, 262 F.R.D. 153, 157 (E.D.N.Y. 2009).

10. The Court preliminarily approves the Settlement Agreement and the exhibits appended to the Motion as fair, reasonable, and adequate under Rule 23(e)(2), after taking into account that the class representatives and class counsel have adequately represented the class; 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 relief provided is adequate given: (a) the costs, risks and delay of trial and appeal, (b) Notice is sufficient to notify the Class, (c) the terms of the proposed attorney's fees and timing of payment, and (d) the remaining terms of the Settlement Agreement. The Court also finds that the Parties have submitted sufficient information for the Court to support that Notice should be disseminated as “the proposed settlement will likely earn final approval.” *See* FED R. CIV. P. 23(e) advisory committee's note to 2007 amendment.

11. 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 Agreement, and schedule a Fairness Hearing to assist the Court in determining whether to grant final approval to the Settlement and enter Final Judgment. *See Cohen*, 262 F.R.D. at 157.

Approval of Notice Program and Direction to Effectuate the Notice

12. The Court approves the form and content of the notices to be provided to the Class, substantially in the forms appended as Exhibits 5, 6, 7 to the Settlement Agreement. The Court further approves the establishment of an internet website for the Settlement. The Court further finds that the Notice Program, described in Section IV of the Settlement Agreement, 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, Class Counsel's Fee Application, and the request for Class Representative service awards. 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 Program.

13. The Court directs that Patrick A. Juneau and Patrick Hron of Juneau David, APLC shall act as the Settlement Claims Administrator.

14. The Court directs that Jeanne Finegan of Kroll Notice Media act as the Settlement Notice Administrator.

15. The Court appoints Miller Kaplan Arase LLP as the Tax Accountant.

16. The Settlement Notice Administrator shall implement the Notice Program, as set forth in the Settlement, using substantially the forms of notice appended as Exhibits 5, 6, and 7 to the

Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Program and the Settlement Notice Administrator's declaration and notice plan (Settlement Agreement, Exs. 4 and 9), as specified in Section IV of the Settlement Agreement and approved by this Order.

17. The Settlement Notice Administrator shall send the Direct Mail Notice, substantially in the form attached to the Settlement Agreement as Exhibit 6, by U.S. Mail, proper postage prepaid to Class Members, as identified by data to be forwarded to the Settlement Notice Administrator by IHS Automotive, Driven by Polk. The mailings of the Direct Mail Notice to the persons and entities identified by IHS Automotive, Driven by Polk shall be substantially completed in accordance with the Notice Program. Toyota is hereby ordered to obtain such vehicle registration information through IHS Automotive, Driven by Polk, which specializes in obtaining such information, from, inter alia, the applicable Departments of Motor Vehicles.

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 Toyota 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 December 14, 2022 at [a.m. or p.m.], to assist the Court in determining whether to grant final approval to the Settlement Agreement, certify the Class, and enter the Final Order and Final Judgment, and whether Class Counsel's Fee Application and request for Class Representative service awards should be granted.

21. Any 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 Long Form Notice, postmarked on a date ordered by the Court, specifying that he, she, they or it wants to be excluded and otherwise complying with the terms stated in the Long Form Notice. The Settlement Notice Administrator shall forward copies of any written requests for exclusion to Class Counsel, Denso's Counsel, and Toyota's Counsel. A list reflecting all requests for exclusion shall be filed with the Court by the Settlement Notice Administrator no later than 20 days before the Fairness Hearing. If a potential Class Member files a request for exclusion, he, she, they, or it may not file an objection under Section VI of the Settlement Agreement.

22. Any Class Member who does not file a timely written request for exclusion as provided in Section V of the Settlement Agreement shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Order and Final Judgment in the Action, even if he, she, they, or it has litigation pending or subsequently initiates litigation against Toyota and/or Denso relating to the claims and transactions released in the Action. Toyota's Counsel shall provide to the Settlement Notice Administrator, within 7 business days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending litigation against Toyota relating to claims involving the Covered Vehicles and/or otherwise covered by the Release. Denso's Counsel

shall provide to the Settlement Notice Administrator, within 7 business days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending litigation against Denso relating to claims involving the Covered Vehicles and/or otherwise covered by the Release.

23. The Opt-Out Deadline shall be specified in the Direct Mail 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, directly or through a lawyer at his, her or its expense, to the Settlement Agreement, the Fee Application and/or the requested service awards to the Class Representatives. Objections must be filed electronically with the Court, or mailed to the Clerk of the Court, Class Counsel, and counsel for Defendants at the following addresses:

(a) Clerk of the Court

Clerk of the Court  
United States District Court for the Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, NY 11201  
Re: Cheng, Case No. 1:20-cv-00629-WFK-JRC

(b) Class Counsel

W. Daniel "Dee" Miles III  
Demet Basar  
Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.  
218 Commerce Street  
Montgomery, Alabama 36104  
Tel.: (800) 898-2034  
E-mail: Dee.Miles@BeasleyAllen.com  
Email: Demet.Basar@BeasleyAllen.com

(c) Counsel for Toyota

John P. Hooper  
Eric F. Gladbach  
KING & SPALDING LLP  
1185 Avenue of the Americas 34th Floor

New York, New York 10036  
Tel.: (212) 556-2220  
Email: JHooper@kslaw.com  
Email: EGladbach@kslaw.com

(d) Counsel for Denso

Daniel R.W. Rustmann  
BUTSEL LONG, P.C.  
150 W. Jefferson, Suite 100  
Detroit, MI 48226  
Tel.: (313) 225-7076  
Email: rustmann@butzel.com

25. For an objection to be considered by the Court, the objection must be received by the Court on or before the deadline established by the Court and must set forth:

- (i) The case number and name of the Action;
- (ii) The objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address;
- (iii) An explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN of the Covered Vehicle(s) and whether the Covered Vehicle is currently owned or currently leased by the Class Member;
- (iv) Whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class and 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 (5) 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 Agreement and/or the request for Attorneys' Fees, Costs and Expenses;
- (vii) The number of times the objector's counsel has objected to a class action settlement within the five (5) years preceding the date that they have filed the objection, and the caption and case number of each case in which objector's counsel has made such objection and the caption and case number of any related appeal;
- (viii) If the Class Member or his or her counsel have not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection;
- (ix) The identity of all counsel representing the objector who will appear at the Fairness Hearing;
- (x) A list of all persons who will be called to testify at the Fairness Hearing in support of the objection;
- (xi) A statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and
- (xii) The objector's dated signature.

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.

#### **Settlement Deadlines**

27. The Settlement deadlines are as follows, assuming the Preliminary Approval Order will be issued on or before September 16, 2022.

EVENT	DEADLINES
Initial Class Notice to be Disseminated	Not later than two business days of the date of the Preliminary Approval Order
Toyota's Counsel shall provide to the Settlement Notice Administrator a list of all counsel for anyone who has then-pending litigation against Toyota relating to claims involving the Covered Vehicles and/or otherwise covered by the Release, and Denso's Counsel shall provide to the Settlement Notice Administrator a list of all counsel for anyone who has then-pending litigation against Denso relating to claims involving the Covered Vehicles and/or otherwise covered by the Release.	September 23, 2022
Notice to be Substantially Completed	November 11, 2022
Plaintiffs' Motion, Memorandum of Law and Other Materials in Support of their Requested Award of Attorneys' Fees, Reimbursement of Expenses, and Request for Class Representatives' Service Awards to be Filed with the Court	November 18, 2022
Parties' Motion, Memoranda of Law, and Other Materials in Support of Final Approval to be Filed with the Court	November 18, 2022
Deadline for Receipt by the Clerk of All Objections Filed and/or Mailed by Class Members	November 25, 2022
Deadline for filing Notice of Intent to Appear at Fairness Hearing by Class Members and/or their Personal Attorneys	November 25, 2022
Postmark Deadline for Class Members to Mail their Request to Exclude Themselves (Opt-Out) to Settlement Notice Administrator	December 2, 2022
Settlement Notice Administrator Shall File the Results of the Dissemination of the Notice with the Court	December 5, 2022
Defendants Will Deposit the Amount of Class Representative Service Award and Attorneys' Fees, Costs, and Expenses specified in the Settlement Agreement into the Qualified Settlement Fund	December 8, 2022
Settlement Notice Administrator Shall File a List of Opt-Outs	December 8, 2022
Parties' Supplemental Memorandum of Law in Further Support of the Settlement to be Filed with the Court	December 9, 2022
Fairness Hearing	December 14, 2022 at [redacted] [a.m. or p.m.] - No sooner than 89 days after Preliminary Approval Order
Customer Support Program	Begins no later than 30 days after Final Effective Date. Coverage under

	the CSP for the original parts will continue for 15 years from the Date of First Use, which is the date the vehicle was originally sold or leased
Claim Submission Period	Runs from Initial Notice Date up to and including ninety (90) days after the Court’s issuance of the Final Order and Final Judgment

Effect of Failure to Approve the Settlement or Termination

28. 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) This Settlement Agreement shall be null and void and shall have no force or effect;
- (ii) The Parties will petition the Court to have any stay orders entered pursuant to the Settlement Agreement lifted;
- (iii) All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Defendants, Class Representatives, or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement 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;
- (iv) Class Representatives, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, and on behalf of the Class, 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 Action including, without limitation, any

argument concerning class certification, and treble or other damages;

- (v) Toyota, Denso, and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, and arguments in support of, 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;
- (vi) Neither this Settlement Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to this Settlement Agreement shall be admissible or entered into evidence for any purpose whatsoever, except to the extent the Settlement Agreement is filed with the Court, it can be referenced in the Action and any related appeal;
- (vii) Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Settlement Agreement shall be deemed vacated and shall be without any force or effect;
- (viii) All costs incurred in connection with the Settlement Agreement, including, but not limited to, notice, publication, claims administration and customer communications are the sole responsibility of Defendants and will be paid by Defendants. Neither the Class Representatives nor Class Counsel shall be responsible for any of these costs or other settlement-related costs; and
- (ix) Notwithstanding the terms of this paragraph, if the Settlement is not consummated, Class Counsel may include any time spent in settlement efforts as part of any fee petition filed at the conclusion of the case, and Defendants reserve the right to object to the reasonableness of such requested fees.

29. 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

30. The terms and provisions of the Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Order and Final Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits) 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 the Settlement Agreement.

31. Any confidential information made available to Class Representatives and Class Counsel through the settlement process shall not be disclosed to third parties (other than experts or consultants retained by Class Representatives in connection with the Action); shall not be the subject

of public comment; shall not be used by Class Representatives or Class Counsel in any way in this litigation or otherwise should the Settlement Agreement not be achieved; and shall be returned if a settlement is not concluded; provided, however, that nothing contained herein shall prohibit Class Representatives from seeking such information through formal discovery if not previously requested through formal discovery or from referring to the existence of such information in connection with the settlement of the Action.

**SO ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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James R. Cho  
United States Magistrate Judge

# Exhibit 4

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*Cheng v. Toyota Fuel Pumps Liability Litigation Settlement Notice Program*

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This Notice Program is designed to inform Class Members about the proposed class action settlement between Plaintiffs and Defendants as described in the Settlement Agreement. In the Settlement Agreement, the Class is defined as purchasers or lessees of certain model year Toyota and Lexus vehicles equipped with Denso low-pressure Fuel Pumps in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order.

The Settlement Class includes all individuals or legal entities who, at any time as of the entry of the Initial Notice Date, own or owned, purchase(d) or lease(d) Covered Vehicles in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions. Excluded from the Class are: (a) Toyota, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors; (b) Denso, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; (c) Plaintiffs' Counsel; and (d) judicial officers and their immediate family members and associated court staff assigned to this case. In addition, persons or entities are not Class Members once they timely and properly exclude themselves from the Class, as provided in this Settlement Agreement, and once the exclusion request is finally approved by the Court.

Class Notice is estimated to reach 90% of this target audience on average three times, and will be accomplished through a combination of Direct Mail Notice, Publication Notice, notice through the Settlement Website, Long Form Notice, and other applicable notice.

The proposed Notice Program includes the following components:

- Direct Mail Notice via postcard sent by first-class postage prepaid U.S. mail to reasonably identifiable Class Members;
- Publication Notice in one (1) generally circulated magazine, published in English with a Spanish sub-headline;
- Publication Notice in eight (8) territorial newspapers along with banner advertising on the newspapers' websites;
- Social media advertising in the United States and U.S. territories through Facebook, Instagram, and Twitter in English and Spanish;
- Online display banner advertising in the United States and U.S. territories in English and Spanish;
- An informational website: [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com) will be established and will contain important deadlines, notices (including the Long Form Notice), the Settlement Agreement and its exhibits, significant Court documents, information and instructions on how to submit claim, and other important case information;
- A toll-free information line will be established for Class Members;
- A press release will be distributed in English and Spanish in the United States and U.S. territories; and
- CAFA Notice will be sent to appropriate state and federal government officials.

### **DIRECT MAIL NOTICE**

Kroll Settlement Administration LLC (“Kroll”) has been informed that there are approximately 4.9 million vehicles that are potentially affected by the subject matter of this class action. Toyota will identify the VIN numbers for the Subject Vehicles utilizing R.L. Polk & Co. (“IHS Markit”) data to identify current names and addresses for Class Members. Based on information provided by IHS Markit<sup>1</sup>, a list of the Class Members will be compiled. Pursuant to the terms of the Settlement Agreement, Kroll will send individualized Direct Mail Notices via postage prepaid first-class U.S. mail to these identified Class Members.

In order to quickly disseminate notice, Kroll requested from Polk the names and addresses associated with approximately 3.4 million VINs. These names and addresses correspond to current and former owners and lessees that may be Class Members who own(ed) and/or lease(d) the Subject Vehicles and the SSC Vehicles. On August 26, 2022, Polk reported to Kroll that there is a total count of approximately 5.4 million associated name and address records. Polk has already provided Kroll with approximately 4.3 million names and addresses for the associated VINs. In addition, Kroll has requested from Polk the names and addresses associated with another approximately 1.4 million VINs that we recently received. We do not presently have the record count for these VINs but should have that information shortly.

Once the Court issues its preliminary approval order, Kroll will be ready very soon thereafter to begin to mail the Class Members the Direct Mail Notices to their last known addresses to maintain the proposed schedule. There are four states that require a signed order preliminarily approving the settlement before those states’ Departments of Motor Vehicles will provide the applicable names and addresses. As to these states, Kroll will promptly request the names and addresses once the Court issues its preliminary approval order.

Prior to the mailing, all addresses will be checked against the National Change of Address (“NCOA”) database, which is maintained by the United States Postal Service (“USPS”). Notices that are returned as non-deliverable will be re-mailed to any address indicated by the postal service even if the addressee’s automatic forwarding order has expired. For all notices returned as non-deliverable, but for which a new address is not indicated by the USPS, Kroll will perform a further advanced address search through a third-party vendor to obtain a more current address using best efforts and all available information. If any such address is found, Direct Mail Notices will be re-mailed to these Class Members, with re-mailings completed approximately three weeks prior to the opt out and objection deadline set by the Court in the Preliminary Approval Order. Upon completion of these duties, Kroll will submit to the Court a complete report on the deliverability results of the direct outreach effort.

### **PUBLICATION NOTICE**

The proposed publication component of the Notice Program will be implemented by Kroll Notice Media Solutions (“Kroll Media”), a business unit of Kroll. The Notice Program will employ a mix of newspaper,

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<sup>1</sup> In July 2013, IHS Markit (“IHS”), acquired R.L. Polk & Co., including Polk and CARFAX. IHS automotive solutions gives automotive companies the ability to capitalize on cross-industry, expertise, and advanced analytics, software tools and extensive vehicle histories for a complete picture of the automotive industry. IHS provides the most accurate and trusted owner information for each motor vehicle affected by a class action lawsuit. IHS leverages a database with over eleven billion vehicle records of owner information by VIN. The IHS vehicle data repository undergoes daily updates of state registration and title data, including name and address standardization as well as National Change of Address (“NCOA”) processing to increase successful delivery. IHS works closely with both unrestricted and restricted states to ensure access to all of the current and historical owners included the Settlement Notice. IHS does not maintain vehicle owner mailing data for the U.S. Territories. See: <https://ihsmarkit.com/products/automotive-class-action-and-litigation-service.html/>.

magazines, online display, search, social media and press releases to target Class Members in the United States and the United States Territories<sup>2</sup> of American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands. At the conclusion of the Notice Program, Kroll Media will provide to the Court a final report as to the results of the Notice Program.

### **UNITED STATES OUTREACH**

The Publication Notice will be published once (1x) in the following generally circulated magazine:

<i>Publication</i>	<i>Circulation</i>	<i>Language</i>	<i>Distribution</i>
<i>People Magazine</i>	2,500,000	English	United States and Territories

*People Magazine* was selected based on media research data provided by MRI-Simmons. The title was selected based on its coverage and index against these target audiences. *People Magazine* has distribution in the United States and U.S. Territories.

### **TERRITORIAL OUTREACH – NEWSPAPERS**

The Publication Notice will be published once (1x) in the following U.S. Territory newspapers:

<i>Publication</i>	<i>Circulation</i>	<i>Language</i>	<i>Territory</i>
Samoa News	7,000	English	American Samoa
Pacific Daily News	20,000	English	Guam
Saipan Tribune	8,000	English	Mariana Islands
El Nuevo Dia	250,000	Spanish	Puerto Rico
San Juan Daily Star	62,000	English	Puerto Rico
Primera Hora	187,000	Spanish	Puerto Rico
Virgin Islands Daily News	19,000	English	U.S. Virgin Islands – St. Thomas
St. Croix Avis	14,000	English	U.S. Virgin-Islands – St. Croix

Combined, the territorial newspapers have a total circulation of 567,000, with over 1,304,000 readers.<sup>3</sup> Additionally, online display ads will run on each of the newspaper's web properties. Digital media will run in English and Spanish.

### **ONLINE DISPLAY ADS - UNITED STATES AND UNITED STATES TERRITORIES**

Internet display ad versions of the Publication Notice will be targeted to people who have been identified as owners of Covered Vehicles. The Notice Program will employ cutting-edge technology and data to target potential Class Members. The foundation for our analysis is derived from 2020 *comScore/GfK Mediamark Research and Intelligence+Fusion* ("MRI") software. As its name suggests, this media research technology

<sup>2</sup> The total population of the U.S. territories is 3.6 million. Note: this number was produced by adding four July 2020 population estimates presented by the CIA World Factbook for the five permanently inhabited territories with Puerto Rico excepted, plus the July 1, 2019 U.S. Census Bureau estimate for Puerto Rico.

<sup>3</sup> Readers are calculated using a pass-along factor of 2.3 readers in addition to the subscriber who read the newspaper. See National Newspaper Association, [naweb.org/](http://naweb.org/).

allows us to fuse data and accurately target Class Members from data collected from dealerships and service departments throughout the U.S.

To properly target these demographics, we are applying a programmatic approach to digital advertising. Programmatic is a computerized approach to buying ads online, which uses an algorithm to show a specific ad to a specific visitor in a specific context, where class members are visiting across an allow list<sup>4</sup> of approximately 4,000 websites. These ads are device agnostic and will appear across desktop, laptop, tablet, or mobile devices. Display ads will run in the United States and U.S. Territories.

### **SOCIAL MEDIA ADS - UNITED STATES AND U.S. TERRITORIES**

Social media ads will follow the targeted Class Members across users' newsfeeds, stories, and videos. These ads will target those who have "liked" or "follow" Toyota and Lexus groups and pages across Facebook and Instagram.

On Twitter, the campaign ads will target those who "follow" or interact with handles such as @Toyota, @ToyotaMotorCorp, @Lexus, and other similar handles. Social media ads will run in the United States and U.S. Territories.

### **KEYWORD SEARCH**

Keyword search advertisements will be utilized on Google Ads. When a user conducts a search in their browser, relevant links appear on the search result pages of keyword/phrase searches. Keyword and search topics will include Toyota defect, Lexus defect, Toyota fuel pump, Lexus fuel pump, Toyota settlement, Lexus settlement, and other related terms.

### **PRESS RELEASE IN THE UNITED STATES AND U.S. TERRITORIES**

A press release will be issued over PR Newswire's U.S., Guam, Puerto Rico, U.S. Virgin Island and Pacific Islands Newlines. PR Newswire distributes to thousands of print and broadcast newsrooms, as well as websites, databases and online services including featured placement in the news sections of leading portals. Kroll Media will monitor for resulting news mentions.

### **OFFICIAL SETTLEMENT WEBSITE**

An informational, interactive website is an important component of the Notice Program. In accordance with the terms of the Settlement Agreement, a website will be established at: [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com) to enable potential Class Members to obtain information about the Settlement Agreement. Each Class Member who is mailed a Direct Mail Notice will receive a unique identifier which they may use to easily log into the website to submit claims. All visitors to the settlement website will be able to obtain additional information about the Settlement and its benefits, including copies of Court documents related to the case, a copy of the Long Form Notice, answers to Frequently Asked Questions, and a tool to allow visitors to look up their vehicle's VIN to determine if it is included in the Class. Additionally, Class Members will have ability to send communications to Kroll's client service team through the website.

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<sup>4</sup> An "allow list" is a custom list of acceptable websites where ad content may be served. Creating a whitelist helps to mitigate ad fraud, ensure ads will be served in relevant digital environments to the target audience and helps to ensure that ads will not appear next to offensive or objectionable content.

Further, the website will serve as a “landing page for the banner advertising,” where Class Members may continue to obtain further information about the class action, their rights, and view Plaintiff’s Motion for Approval of Fees, Expenses, and Incentive Awards. The website will be accessible 24-hours a day, 7-days a week.

**TOLL FREE INFORMATION LINE**

Additionally, Kroll will establish and maintain a 24-hour toll-free telephone line where callers may obtain information about the Settlement. Kroll will provide both automated and agent answered call center services. Live operators will be available Monday through Friday, from 5:00 am to 5:00 pm, PST and will be trained to respond to questions about the settlement, answer questions about the status of submitted claims, claim payment, how to submit a claim, and other material aspects of the Settlement. The phone number will also be configured to enable callers to leave a message after hours, which will be returned by Kroll no later than the next business day.

**CAFA NOTICE**

Pursuant to the Settlement Agreement, Kroll will provide notice of the proposed Settlement under CAFA, 28 U.S.C. §1715(b), to appropriate state and federal government officials.

# Exhibit 5

**Authorized by the U.S. District Court for the Eastern District of New York**

**If You Own or Lease or Previously Owned, Purchased, or Leased Certain Toyota or Lexus Vehicles, You Could Get Benefits from a Class Action Settlement.**

*Para ver este aviso en español, visita [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com)*

- There is a proposed settlement that has been preliminarily approved by the Court in a class action lawsuit against Toyota Motor Corporation (“TMC”), Toyota Motor North America, Inc. (“TMNA”) (collectively, “Toyota”) and Denso International America, Inc., (collectively “Defendants”) concerning certain Toyota and Lexus vehicles equipped with Denso fuel pumps. If you are included in the Settlement, you have legal rights and options and deadlines by which you must exercise them.
- You are included in the Settlement if you own(ed), purchase(d) or lease(d) certain Toyota or Lexus vehicles (“Covered Vehicles”) which are equipped with fuel pumps manufactured by Denso International America, Inc. and its affiliates. **The settlement website contains a VIN lookup tool to determine if your vehicle is part of the Class.**
- The Settlement offers several benefits, depending on the vehicle, including a Customer Support Program providing prospective coverage of 15 years, measured from the date of original sale, for any repairs to correct defects in the fuel pumps, or an Extended New Parts Warranty of 15 years, measured from July 15, 2021, or 150,000 miles, whichever comes first. The Settlement also offers a complimentary Loaner/Towing Program for vehicles undergoing fuel pump repairs; reimbursement of certain out of pocket expenses; a reconsideration procedure; and settlement oversight by a Settlement Special Master. These are described in more detail below, in the Settlement Agreement, and the settlement website, [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com).

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, **[www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com)**, because it will be updated with additional information from time to time.

**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 before the Court decides whether to give final approval to the settlement. The name of the lawsuit is *Cheng, et al., v. Toyota Motor Corp., et al.*, Case No. 1:20-cv-00629-WFK-JRC (E.D.N.Y.). The defendants are Toyota Motor Corporation, Toyota Motor North America, Inc. (collectively, “Toyota”), and Denso International America, Inc. (“Denso”) (collectively, “Defendants”). This Notice explains the lawsuit, the settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact the Court. All questions should be directed to the Settlement Notice Administrator, identified below.

***Your legal rights may be affected even if you do not act.***

***Please read this Notice carefully.***

**YOUR RIGHTS AND CHOICES**

<b><i>YOU MAY:</i></b>		<b><i>DATE</i></b>
<b>SEEK COVERAGE UNDER THE CUSTOMER SUPPORT PROGRAM FOR THE ORIGINAL EQUIPMENT LOW PRESSURE FUEL PUMP FOR ADDITIONAL VEHICLES</b>	You may have your Additional Vehicles (see Appendix A for list of Additional Vehicles) inspected and, if necessary, repaired by an authorized Toyota Dealer at no cost to you.	<p><b><i>You do not need to do anything to seek coverage for your Additional Vehicle under the Customer Support Program. If you do not exclude yourself from the settlement, and the settlement is finally approved, you will automatically be able to participate in the Customer Support Program.<sup>1</sup></i></b></p> <p><b><i>The duration of prospective coverage for the fuel pump unit will begin 30 days following the date of the Final Judgment and run for 15 years measured from the Date of First Use, which is the date the vehicle was originally sold or leased by a Toyota Dealer.</i></b></p>
<b>BENEFIT FROM THE EXTENDED NEW PARTS WARRANTY</b>	Toyota shall extend the new parts warranty coverage for the fuel pump kit replaced (“replacement fuel pump kit”) on the Subject Vehicles (see Appendix B for list of Subject Vehicles), pursuant to the Recall, and the SSC Vehicles (see Appendix C for list of SSC Vehicles), pursuant to the SSC.	<p><b><i>You do not need to do anything to seek coverage under the Extended New Parts Warranty. If you do not exclude yourself from the settlement, and the settlement is finally approved, the new parts warranty coverage will be extended for 15 years, measured from July 15, 2021, and up to 150,000 miles, whichever comes first.</i></b></p>
<b>SEEK COVERAGE UNDER THE LOANER/TOWING PROGRAM</b>	If you own or lease an Additional Vehicle that is having its fuel pumps replaced pursuant to the Customer Support Program, or Subject Vehicle or SSC Vehicle that is having its fuel pump replaced pursuant to the Extended New Parts Warranty, upon your request you shall be provided, without cost, the same loaner or rental vehicles and/or towing options provided to the Subject Vehicles under the Recall(s). If you have a demonstrated need for a loaner or rental vehicle similar to your Covered Vehicle, Toyota, through its dealers, will use good faith efforts to satisfy the request.	<p><b><i>The duration of the Loaner/Towing Program will last during the duration of the Customer Support Program and/or the Extended New Parts Warranty.</i></b></p>
<b>FILE A CLAIM TO SEEK REIMBURSEMENT</b>	You may submit Claims for previously paid out-of-pocket expenses incurred to repair or replace a Fuel Pump of Covered Vehicles	<p><b><i>The deadline to submit Claim Forms is ninety (90) days after the Court issues the Final Order and Final Judgment, which will</i></b></p>

<sup>1</sup> Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit.

**QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT**

**WWW.TOYOTAFUELPUMPSSETTLEMENT.COM**

**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**

**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

	<p>that were not otherwise reimbursed and that were either (a) incurred prior to the Initial Notice Date; or (b) incurred after the Initial Notice Date and before the Final Effective Date, so long as you were denied coverage by the Toyota dealer prior to incurring the cost.</p> <p>This is the only way that you can get reimbursed.</p>	<p><i>occur, if approved, after the Fairness Hearing.<sup>2</sup></i></p>
<b>EXCLUDE YOURSELF</b>	<p>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 Defendants about the issues in your own lawsuit.</p>	<p><b>[DATE]</b></p>
<b>OBJECT</b>	<p>Write to the Court about why you do not like the proposed settlement.</p>	<p><b>[DATE]</b></p>
<b>APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING</b>	<p>You are not required to appear in the lawsuit in order to participate in the proposed settlement, but you may appear on your own or through your own lawyer, at your expense, 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.</p>	<p><b>[DATE]</b> at <b>[time]</b> a.m./p.m. Eastern time</p>
<b>DO NOTHING</b>	<p>You will be included in the Class but may not receive certain settlement benefits that you may otherwise be eligible for and you give up the right to sue Defendants about the issues in the lawsuit.</p>	

**2. What is the lawsuit about?**

The class action lawsuit claims that the fuel tanks in certain Toyota and Lexus vehicles are equipped with defective Denso-manufactured fuel pumps. The lawsuit pursues claims for violations of various state consumer protection statutes, among other claims. You can read the class action complaint by visiting [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com). Toyota and Denso deny that they have violated any law and deny that they engaged in any wrongdoing. The parties agreed to resolve these matters

<sup>2</sup> Vehicles where the title, at any point, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit.

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before these issues were decided by the Court.

This settlement does not involve claims of personal injury, wrongful death, or actual physical property damage arising from the Covered Vehicles.

On February 4, 2020, Plaintiff Sharon Cheng filed a class action complaint in the United States District Court for the Eastern District of New York, *Sharon Cheng, et al. v. Toyota Motor Corporation, et al.*, Case No. 1:20-cv-00629-WFK-JRC (E.D.N.Y.), asserting claims related to Toyota's January 13, 2020 recall report (the "Recall Report") to NHTSA voluntarily recalling nearly 700,000 Toyota and Lexus vehicles manufactured between August 1, 2018 through January 31, 2019 with low-pressure Denso fuel pumps (together with the expansions referenced below, the "Recall"). The Recall Report states:

These fuel pumps contain an impeller that could deform due to excessive fuel absorption. Although the cause is unknown, if impeller deformation occurs, the impeller may interfere with the fuel pump body, and this could result in illumination of check engine and master warning indicators, rough engine running, engine no start and/or vehicle stall while driving at low speed. However, in rare instances, vehicle stall could occur while driving at higher speeds, increasing the risk of crash.

Plaintiff asserted claims asserts claims on behalf of a statewide class for: (1) violations of New York's consumer protection statute, New York General Business Law § 349; (2) breach of express warranty; (3) breach of implied warranty; (4) negligent recall/undertaking; (5) unjust enrichment; and, on behalf of a nationwide class, (6) a claim for violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq. Plaintiff also alleged that the Recall was deficient because additional Toyota and Lexus vehicles shared the same fuel pump that gave rise to the Recall.

On March 4 and March 19, 2020, Toyota expanded the Recall to cover more than 1.8 million affected Toyota and Lexus vehicles equipped with Denso Fuel Pumps manufactured between 2013 and 2019.

On April 14, 2020, Plaintiff Cheng filed her first amended complaint adding as plaintiffs Rhonda SanFilipo, Cristina Dias, Zina Pruitt, Marlene Rudolph, Patricia Barlow, and Kristi Rock; adding as defendants Denso Corporation and Denso International America, Inc., the makers of the defective fuel pumps; and allegations relating to Toyota's March 4 and 19, 2020 expansions of the Recall. The first amended complaint asserts 28 claims against Toyota and 16 claims against Denso, including state law claims for strict liability, which are also asserted against Toyota.

Between March 20, 2020 and April 20, 2020, three other putative class actions were filed in other federal courts making substantially similar allegations as those in Cheng. These other cases were: (i) *Tina Feng, et al. v. Toyota Motor North America, Inc., et al.*, No. 20-cv-0534-CAB-BLM (S.D. Cal.) (filed March 20, 2020); (ii) *Jennifer Chalal v. Toyota Motor Corporation, et al.*, No. 2:20-cv-01867-CJD (E.D. Pa.) (filed April 10, 2020); and (iii) *Elizabeth Gendron v. Toyota Motor Corp. et al.*, No. 8:20-cv-775-DOC-KES (C.D. Cal.) (filed April 20, 2020). These three cases were voluntarily transferred to the United States District Court for the Eastern District of New York. On June 26, 2020,

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WWW.TOYOTAFUELPUMPSSETTLEMENT.COM  
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PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

the Court ordered the consolidation of *Feng* and *Chalal* with *Cheng*. On July 31, 2020, the Court ordered the consolidation of *Gendron* with *Cheng*.

After the four cases cited above were filed, four other putative class actions were filed making similar allegations. These cases are: (i) *Lenard Shoemaker v. Toyota Motor North America, Inc.*, et al., 3:20-cv-00869-RDM (M.D. Pa.) (filed May 28, 2020); (ii) *Isaac Tordjman v. Toyota Motor North America, Inc.*, et al., 9:20-cv-80871 (S.D. Fla.) (filed May 29, 2020); (iii) *Yang Zuo v. Toyota Motor North America, Inc.*, et al., 2:20-cv-06607 (D.N.J.) (filed May 29, 2020); and (iv) *Isabel Marques, et al. v. Toyota Motor North America, Inc.*, et al., 1:20-cv-00665 (E.D. Va.) (filed June 12, 2020).

On June 16, 2020, plaintiffs in these four later-filed cases filed a motion before the Judicial Panel on Multidistrict Litigation (“JPML”) to centralize their cases and the consolidated *Cheng*, *Feng*, *Chalal* and *Gendron* cases in the Eastern District of Michigan. *In re Denso-Manufactured Toyota Fuel Pump Marketing, Sales Practices and Products Liability Litigation*, MDL No. 2956 (J.P.M.L.). TMNA, Denso and plaintiffs in the four early filed cases opposed the motion, which was set to be heard by the JPML on September 24, 2020. On September 15, 2020, the moving plaintiffs withdrew their motion and the JPML’s Order Deeming the Motion Withdrawn and Vacating the September 24, 2020 Hearing Session Order was docketed the same day.

On April 27 and June 11, 2020, Denso recalled over 2 million of its Fuel Pumps.

On July 3, 2020, Plaintiffs in the consolidated *Cheng* action filed their consolidated amended class action complaint adding as plaintiffs Bruce Puleo, Eon Zimmerman, Tina Feng, Robert Hakim, Bernadette Grimes, Teresa Edwards, Dieu Le, Chris Bohn, Daniel Deweerdt, Betty Dendy, Jennifer Chalal, John Torrance, and Michael Mitchell. The consolidated amended complaint included refined allegations related to Toyota’s expanded Recall, Denso’s recall, the Fuel Pump issue and countermeasure. In addition to the state class claims asserted on behalf of the new plaintiffs, the consolidated amended complaint asserted claims on behalf a nationwide class; a multi-state consumer protection class covering 25 states; another multi-state consumer protection class covering six states; multi-state strict liability class and multi-state negligent recall classes, each covering 22 states.

In September 2020, Plaintiffs in *Shoemaker*, *Zuo*, *Tordjman* and *Marques* filed motions to voluntarily transfer their cases to the Eastern District of New York. These motions were granted and these cases were transferred into the Eastern District of New York and consolidated with the *Cheng* action on October 8 and 15, 2020.

On October 28, 2020, Toyota expanded its Recall to cover an additional 1.5 million affected Toyota and Lexus vehicles manufactured between 2013 and 2019. The Recall currently encompasses approximately 3.36 million Toyota and Lexus vehicles.

On November 5, 2020, Plaintiffs in *Cheng* filed their first amended consolidated amended class action complaint adding as plaintiffs Robert Skelton, Jeffrey Jones, Isabel Marques, Payam Rastegar, Syed Abdul Nafay, Cheryl Silverstein, Elizabeth Gendron, Roger Carter, Issac Tordjman, James Hettinger,

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Craig Boxer, Elizabeth Persak, and Lenard Shoemaker. The first amended consolidated complaint included allegations relating to Toyota's most recent expansion of the Recall. In addition to state class claims asserted on behalf of the new plaintiffs, the first amended consolidated amended complaint asserted claims on behalf a nationwide class, multi-state classes for consumer protection, strict liability class and negligent recall.

On December 14, 2020, Plaintiffs filed their Second Amended Consolidated Complaint, refining their allegations. The Class Action Complaint is brought by 33 named Plaintiffs on behalf of a nationwide class, multi-state classes for consumer protection, strict liability, and negligent recall, and individual state classes for Alabama, Arizona, California, Florida, Georgia, Illinois, Maryland, Missouri, New York, New Jersey, North Carolina, Ohio, Pennsylvania, Texas, Utah and Virginia, and asserts claims against Toyota and Denso.<sup>3</sup> There were 33 plaintiffs named and 97 causes of action.

On January 15, 2021, TMNA and Denso served their motions to dismiss. TMNA and Denso made numerous arguments. Plaintiffs served their opposition on March 30, 2021, responding to TMNA and Denso's arguments. TMNA and Denso filed their replies on May 28, 2021.

Plaintiffs, TMNA, and Denso submitted a Discovery Plan, which was approved by the Court on October 28, 2020. Plaintiffs, TMNA, and Denso served their written initial disclosures on November 2, 2020. Plaintiffs served requests for production of documents on TMNA and Denso on July 2, 2020, and served updated Requests on January 22, 2021. DIAM served its responses to Plaintiffs' requests on March 15, 2021. TMNA served its responses to Plaintiffs' requests on April 7, 2021. On September 9, 2021, TMC served its Initial Disclosures, Responses to Plaintiffs' Requests for Production, and Response to Plaintiffs' Interrogatory. Also on September 9, 2021, TMNA served its Response to Plaintiffs' Interrogatory with verification. Defendants have produced documents responsive to Plaintiffs' requests.

As a part of formal discovery, Defendants produced, and Plaintiffs processed and reviewed, about 655,000 documents containing approximately 1.5 million pages of documents related to the Recall, the design and operation of the subject fuel pumps, warranty data, failure modes attributed to the subject fuel pumps, the Defendants' investigation into the issue, and the countermeasure development and implementation. Additionally, Plaintiffs' independent automotive engineering expert sourced and inspected over 100 fuel pumps replaced pursuant to the Recall, and has analyzed, inter alia, the pumps' operation, specifications, and density of the impeller.

As a part of confirmatory discovery, Defendants have produced a substantial number of additional documents, tangible things, and information requested by Class Counsel related to the design and operation of the original equipment fuel pump; the design, operation, development, implementation, the effectiveness of the countermeasure fuel pump; and the Recalls. Plaintiffs' independent automotive engineering expert reviewed and analyzed this additional material, including assessing the efficacy of the countermeasure, the pre- and post-recall warranty repair rates, and the average time in service for

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<sup>3</sup> Plaintiffs also sued Denso Corporation, the corporate parent of Denso, but later dismissed Denso Corporation from the case.

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manifestation, among other things. Defendants also provided witnesses for interview on these topics and other matters requested by Class Counsel.

Denso Corporation, the corporate parent of DIAM located in Japan, was served on May 27, 2021 and dismissed without prejudice from the Action on August 16, 2021. TMC, TMNA's parent also located in Japan, was served on May 11, 2021. On August 16, 2021, TMC filed its pre-motion letter to dismiss Plaintiffs' consolidated complaint. On August 23, 2021, Plaintiffs filed their opposition to TMC's pre-motion letter.

On November 3, 2021, the Parties jointly moved the Court to appoint Patrick A. Juneau as Settlement Special Master. The Court granted the joint motion and So Ordered the appointment of Patrick A. Juneau on the same day. The Parties had numerous communications with the Settlement Special Master regarding the negotiations, terms, timing, and related issues.

On February 16, 2022, on the Parties' consent, the Action was referred to Magistrate Judge James R. Cho to conduct all proceedings and order the entry of a final judgment pursuant to 28 U.S.C. § 636(c).

On March 1, 2022, TMNA and DIAM withdrew their pending motions to dismiss without prejudice and with leave to refile.

### **3. What vehicles are included in the settlement?**

Various Toyota and Lexus vehicles which were equipped with certain Denso fuel pumps (called the "Covered Vehicles") distributed for sale or lease in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions are included in the settlement.

**In order to determine if your vehicle is a Covered Vehicle, you can look up your vehicle's VIN on the Settlement Website, [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com).**

### **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 Toyota and Denso from liability. The settlement does not mean that Toyota and Denso 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

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Representatives and the lawyers representing them called Plaintiffs' Counsel, including 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 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 a person, entity or organization who, at any time as of the entry of the Initial Notice Date, own or owned, purchase(d) or lease(d) Covered Vehicles distributed for sale or lease in any of the fifty States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions. This is called the "Class."

Excluded from the Class are: (a) Toyota, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors; (b) Denso, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; (c) Plaintiffs' Counsel; and (d) judicial officers and their immediate family members and associated court staff assigned to this case.

**In order to determine if you are a part of the Settlement, you can look up your vehicle's VIN on the Settlement Website, [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com).**

### **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 1-[number] or go to [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com), which contains a VIN lookup tool to determine if your vehicle is part of the Class.

If you believe that you are a Class Member, but you did not previously receive a Direct Mail Notice, you may contact Class Counsel or the Settlement Notice Administrator. You will need to provide necessary documentation for the Settlement Notice Administrator to confirm that you are Class Member eligible for the relief provided in the Settlement Agreement.

Please do not contact the Court. All questions should be directed to the Settlement Notice Administrator at the number above.

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## 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. No benefits have to be provided until and unless the Court finally approves the settlement and only after any appeal period expires or any appeals are resolved in favor of the settlement. After the issuance of the Preliminary Approval Order signed by the Court, Defendants, at their sole discretion, may, after consultation with Class Counsel, implement the Customer Support Program in advance of the occurrence of the Final Effective Date. 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 [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com) 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 claim form for reimbursement of eligible out-of-pocket expenses. 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 Toyota and Denso about the issues in the lawsuit.*

To determine whether your vehicle is an Additional Vehicle, a Subject Vehicle, or an SSC vehicle, including the specific definitions for each of those terms, all of which are Covered Vehicles in the settlement, please see Appendix A, B, and C, respectively, at the end of this Long Form Notice. You can also look up your vehicle's VIN on the Settlement Website, [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com), to determine if you have a vehicle that is covered by the settlement.

#### a. Additional Vehicles: Customer Support Program

If the settlement is finally approved, for Class Members who still own or lease their Additional Vehicles, the Customer Support Program will be implemented.

Toyota will offer the Customer Support Program ("CSP") to all Class Members who, as of the Final Effective Date, own or lease Additional Vehicles. A Class Member's rights under the CSP are transferred with the Additional Vehicle. Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit. The CSP will provide prospective coverage for repairs (including parts and labor) needed to correct defects, if any, in materials or workmanship in the Fuel Pumps for the Additional Vehicles. The implementation of the CSP will begin no later than 30 days after the Final Effective Date. Coverage under the CSP for the original parts will continue for 15 years, measured from the Date of First Use, which is the date the vehicle was originally sold or leased from the Toyota Dealer.

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Without cost to and upon request from Class Members who own or lease Additional Vehicles whose fuel pumps are being replaced pursuant to the CSP, Class Members shall be provided with the same loaner or rental vehicles and/or towing options provided to the owners or lessees of the Subject Vehicles under the Recall(s). In appropriate circumstances, where the Class Member has a demonstrated need for a Loaner Vehicle similar to the Additional Vehicle different than what is available under the Recall(s), Toyota, through its dealers, shall use good faith efforts to satisfy the request.

In the event that any of the Additional Vehicles becomes the subject of a future recall for the same underlying condition, which is the subject of the Plaintiff's Class Action Complaint, those Additional Vehicles will then be entitled and only be entitled to the same relief provided to Subject Vehicles, as discussed in the next paragraph.

**b. Subject Vehicles and SSC Vehicles: Extended New Parts Warranty**

Toyota shall extend the new parts warranty coverage for the fuel pump kit replaced ("replacement fuel pump kit") on the Subject Vehicles and the SSC Vehicles. The extended warranty will last for 15 years, measured from July 15, 2021, and up to 150,000 miles, whichever comes first.

Without cost to and upon request from Class Members who own or lease SSC Vehicles or Subject Vehicles whose fuel pumps are being replaced pursuant to the Extended Warranty shall be provided with the same loaner or rental vehicles and/or towing options provided to the Subject Vehicles under the Recall(s). In appropriate circumstances, where the Class Member has a demonstrated need for a Loaner Vehicle similar to the Subject Vehicle or the SSC Vehicle, Toyota, through its dealers, shall use good faith efforts to satisfy the request.

In the event that any of the SSC Vehicles becomes the subject of a future recall for the same underlying condition, which is the subject of the Plaintiff's Class Action Complaint, those SSC Vehicles will be entitled to the relief provided under the settlement as defined above in this subparagraph as well as any additional benefits provided pursuant to a future recall.

**c. Out-of-Pocket Claim Process**

If the Settlement is finally approved, including resolving any appeals in favor of upholding the Settlement, you can ask to be reimbursed if you previously paid for expenses incurred to repair or replace a Fuel Pump of Covered Vehicles that were not otherwise reimbursed and that were either (a) incurred prior to the Initial Notice Date; or (b) incurred after the Initial Notice Date and before the Final Effective Date. For costs that were incurred after the execution of the Settlement Agreement and before the Final Effective Date, the Class Member must provide proof that they were denied coverage by the Toyota dealer prior to incurring the cost.

To be eligible for reimbursement, you must submit a Claim Form and the expenses must have been

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incurred prior to [date]. The Claim Form is available on the Settlement website [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com). You must submit your Claim Form and any supporting documentation, if available, for prior paid repair expenses for a covered condition to the Settlement Notice Administrator. The deadline to submit Claim Forms is ninety (90) days after the Court issues the Final Order and Final Judgment, which will occur, if approved, after the Fairness Hearing.

The Settlement Claims Administrator will determine whether Claim Forms are complete and timely. If your Claim is deficient, the Settlement Notice Administrator will mail you a letter requesting that you complete and/or correct the deficiencies and resubmit the Claim Form within sixty (60) days. If you fail to provide the requested documentation or information, your Claim will be denied.

The Settlement Claims Administrator will review your Claim Form and other Claims that are submitted and determine if reimbursement is owed. Review of Claims should be completed within sixty (60) days of receipt, but this review period is not required to begin any earlier than sixty (60) days after the Final Effective Date.

If the Claim is rejected for payment, in whole or in part, the Settlement Claims Administrator shall notify Class Counsel, Toyota's Counsel, and Denso's Counsel of said rejection of Class Member's Claim and the reason(s) why within sixty (60) days of the rejection. The decision of the Settlement Claims Administrator shall be final; provided, however, that Class Counsel, Toyota's Counsel, and Denso's Counsel may meet and confer to resolve any denied Claims. If Class Counsel, Toyota's Counsel, and Denso's Counsel jointly recommend payment of the rejected Claims or payment of a reduced claim amount, then Toyota's Counsel and/or Denso's Counsel shall inform the Settlement Claims Administrator, who shall instruct Toyota and/or Denso's Counsel to pay said Claims. If Class Counsel, Toyota's Counsel, and Denso's Counsel disagree with the Settlement Claims Administrator's initial determination, they shall so notify the Settlement Claims Administrator, with explanation, and the Settlement Claims Administrator shall make a final determination as to whether the Claim shall be paid. If a Claim is rejected in full or in part, the Settlement Claims Administrator shall direct the Settlement Notice Administrator to mail a notice of rejection letter to the Class Member and email notice to the Class member if an e-mail address was provided.

#### **d. Procedure for Denial of Coverage**

If a Class Member and/or subsequent purchaser/lessee of a Covered Vehicle is denied coverage for repairs (including parts and labor), if any, in materials or workmanship in the Fuel Pumps under the Customer Support Program for Additional Vehicles, or the Extended New Parts Warranty for Subject Vehicles and the SSC Vehicles, the Class Member and/or subsequent purchaser/lessee may take the Covered Vehicle to a second Toyota Dealer for an independent determination. If the second Toyota Dealer determines that the Covered Vehicle qualifies for a repair and/or replacement of the fuel pump kit, the Class Member shall be provided those benefits as provided in this Agreement.

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**9. How do I dispute the refusal of a benefit under the Settlement Agreement?**

In the event there remains a dispute by a Class Member relating to entitlement to any benefit under the Customer Support Program, the Loaner/Towing Program, the Extended New Parts Warranty, and/or Out-of-Pocket Claims Process that is not resolved after exhausting all other means of resolution available under this Settlement, the Settlement Claims Administrator or the Settlement Notice Administrator, as the case may be, shall provide a written notice of same, together with all necessary documentation, to the Settlement Special Master, Class Counsel, Toyota’s Counsel and Denso’s Counsel within fifteen (15) days of the final act constituting the denial of the benefit. Class Counsel, Toyota’s Counsel, and Denso’s Counsel shall confer and either make a joint recommendation to the Settlement Claims Administrator or separately relay their positions concerning the dispute to the Settlement Claims Administrator within thirty (30) days. The Settlement Claims Administrator shall make a final determination concerning the dispute and provide written notice of same, with directions for implementation, to the Parties, or Settlement Notice Administrator within thirty (30) days. Toyota’s Counsel, Denso’s Counsel, and/or the Settlement Notice Administrator shall implement the Settlement Claims Administrator’s determination within thirty (30) days; provided, however, that if the determination was to allow, in full or in part, a previously denied Claim, the Settlement Notice Administrator shall pay the Claim in the next distribution of checks for allowed Claims.

During the twelve (12) months after the Final Effective Date, the Settlement Claims Administrator and the Settlement Notice Administrator, with cooperation of Toyota’s Counsel and Denso’s Counsel, shall provide quarterly reports to Class Counsel concerning the implementation of and Class Member participation in the Customer Support Program.

**10. 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 Toyota and Denso from liability and will not be able to sue Toyota and Denso about the issues in the lawsuit, but will not be releasing any claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle. 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 in Appendix D to this Notice. The Settlement Agreement is available at [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com). You can talk to one of the lawyers listed in Question 14 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 Defendants 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.

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

If you exclude yourself, you do not get settlement benefits and you will not be bound by anything that happens in this lawsuit. 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 Toyota and Denso in the future about the issues in the lawsuit.

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

Unless you exclude yourself, you give up the right to sue Toyota and Denso for the claims resolved by this settlement. If you do not exclude yourself and the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Toyota and Denso about the issues in the lawsuit.

**13. How do I get out of the settlement?**

To exclude yourself from the settlement, you must submit a written request saying that you want to be excluded from the settlement. **In your letter, you must include:** (a) a heading which refers to the lawsuit, *Cheng, et al., v. Toyota Motor Corp., et al.*, Case No. 1:20-cv-00629-WFK-JRC (E.D.N.Y.); (b) the excluding Class Member's full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of the basis upon which the excluding Class Member claims to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s); (d) a request that the Class Member wants to be excluded from the Action; and (e) the excluding Class Member's dated, handwritten signature (an electronic signature or attorney's signature is not sufficient). You can't ask to be excluded over the phone or at the settlement website. You **must** mail your letter with your exclusion request postmarked no later than [date] to:

[Settlement Notice Administrator contact and address]

Your letter with your exclusion request must be postmarked no later than [date], to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com) regularly for updates regarding the settlement.

**E. THE LAWYERS REPRESENTING YOU**

**14. 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 "Class Counsel": W. Daniel "Dee" Miles III and Demet Basar of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. are Class Counsel. Their contact information is as follows:

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W. Daniel “Dee” Miles III Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. 218 Commerce Street Montgomery, Alabama 36104 Tel.: (800) 898-2034 E-mail: Dee.Miles@BeasleyAllen.com	Demet Basar Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. 218 Commerce Street Montgomery, Alabama 36104 Tel.: (800) 898-2034 Email: Demet.Basar@BeasleyAllen.com
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If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

**15. How will the lawyers be paid?**

The law firms that worked on this Action will ask the Court for Attorneys’ Fees in an amount up to \$28,500,000.00 (twenty-eight million five hundred thousand dollars and no cents) and Costs and Expenses in an amount up to \$500,000.00 (five hundred thousand dollars and no cents).

Class Counsel will also ask the Court to award each of the Class Representatives service awards in an amount up to of \$3,500.00 (three thousand five hundred dollars and no cents) each for Class Representatives who had their vehicles inspected, and \$2,500.00 (two thousand five hundred dollars and no cents) each for Class Representatives without inspections for the time and effort spent representing Class Members. A total of 4 Class Representatives had their vehicles inspected, resulting in an amount up to \$14,000.00. A total of 29 Class Representatives did not have their vehicles inspected, resulting in an amount of \$72,500.00. The full amount of service awards for all 33 Class Representatives is \$86,500.00 (eighty-six thousand five hundred dollars and no cents).

At the conclusion of the Parties reaching agreement on the substantive material terms of this Settlement Agreement, the Parties mediated attorneys’ fees and costs and individual Class Representative service awards with the assistance of Settlement Special Master Patrick A. Juneau. Following a series of intensive negotiations between the Parties and the Settlement Special Master Juneau on August 11, 2022, the Parties requested that Settlement Special Master Juneau propose a mediator’s number for the amount of attorneys’ fees; Settlement Special Master Juneau provided the Parties with \$28,500,000.00 for attorneys’ fees. After discussion with the clients, the Parties subsequently agreed to accept the Settlement Special Master Juneau’s mediator number.

The Court must approve the request for Attorneys’ Fees, Costs and Expenses and the request for Class Representative service awards. Class Counsel will file the motion for Attorneys’ Fees, Costs and Expenses and the request for Class Representative service awards with the Court, which will then be posted on the settlement website. The amounts awarded by the Court will be paid by Defendants in addition to all other settlement benefits. Under no circumstances will Defendants’ payment of Attorneys’ Fees, Costs and Expenses and Class Representative service awards reduce your settlement benefits.

In order to pay the Attorneys’ Fees, Costs, and Expenses and Class Representative service awards, the Parties, through their respective counsel, shall move the Court to establish and create a Qualified

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Settlement Fund (“QSF”), pursuant to Internal Revenue Code § 468B and the Regulations issued thereto, which shall be used to deposit and distribute Class Counsel’s Attorneys’ Fees, Costs, and Expenses and Class Representative service awards as may be awarded by the Court, with the QSF to be held by the Escrow Agent. All payments to be made by Defendants 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 a mutually-agreed-upon bank with a preference for a bank located in New York State. The Escrow Agent shall invest the payments in short-term United States Agency or Treasury Securities (or a mutual fund invested solely in such instruments), or in a United States Government fully-insured account, and shall collect and reinvest any and all interest accrued thereon, if applicable, unless interest rates are such that they would effectively preclude investment in interest-bearing instruments as defined herein. 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 by Defendants without prior Order of the Court. All other expenses related to the Escrow Account and/or QSF (including but not limited to the payment of the Escrow Account officer), shall be paid for separately, by Defendants. The Parties agree that the Escrow Agent, with the assistance of the Tax Administrator, shall be responsible for filing tax returns for the QSF and paying from the Escrow Account any Taxes owed with respect to the QSF.

The Parties agree that the Escrow Account shall be treated as a QSF from the earliest date possible and agree to any relation back election required to treat the Escrow Account as a QSF from the earliest date possible. The Escrow Account shall be initially comprised of one fund which shall be a single QSF. Toyota, Denso, the Settlement Special Master, Class Representatives, and Class Counsel shall have no responsibility with respect to taxes owed by the QSF or Class Members who receive distributions from the QSF pursuant to this Settlement Agreement.

Defendants agree to deposit the amount of the Attorneys’ Fees, Costs, and Expenses and Class Representative service awards into a QSF no later than ninety (90) days from the date of the issuance of the preliminary approval order by the Court. The timing of the distribution of the Attorneys’ Fees, Costs, and Expenses and Class Representative service awards, as awarded by the Court in the issued Final Order, shall be at the discretion of Settlement Special Master Juneau.

Following the Court’s grant of Final Approval, the Settlement Special Master may distribute funds from the QSF.

If the Court does not grant final approval to the Settlement, any funds remaining in the QSF shall revert to Defendants, as per their contributions, and any such funds paid into the QSF and not returned to Defendants will be credited towards any eventual settlement that may be approved.

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## F. OBJECTING TO THE SETTLEMENT

### 16. 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. You can also object to the request for attorneys' fees, costs and expenses and the request for Class Representative service awards. To object, you must file electronically or mail to the Clerk of the Court a written objection **signed by you** saying that you object to the settlement in *Cheng, et al., v. Toyota Motor Corp., et al.*, Case No. 1:20-cv-00629-WFK-JRC (E.D.N.Y.), to the Clerk of Court (identified below) so that it is received or filed no later than **[date]** and copies must be mailed to the attorneys listed in the section below.

In your objection, you, as the objector, must include: : (a) a heading which refers to the lawsuit, *Cheng, et al., v. Toyota Motor Corp., et al.*, Case No. 1:20-cv-00629-WFK-JRC (E.D.N.Y.); (b) the objector's full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Covered Vehicle(s), and whether the Covered Vehicle is currently owned or currently leased by the Class Member; (d) whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection; (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 to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, 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) the full name, telephone number, mailing address, and e-mail 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 Agreement and/or the request for Attorneys' Fees, Costs and Expenses; (g) the identity of all counsel representing the objector who will appear at the Fairness Hearing; (h) the number of times the objector's counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption and case number of each case in which objector's counsel has made such objection and the caption and case number of any related appeal; (i) if the Class Member or his or her counsel have not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection; (j) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; (k) a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and (j) the objector's original signature and date of signature, both of which must be personally signed by the objector (an electronic signature or attorney's signature is not sufficient).

QUESTIONS? CALL TOLL FREE 1-**[number]** OR VISIT  
[WWW.TOYOTAFUELPUMPSSETTLEMENT.COM](http://WWW.TOYOTAFUELPUMPSSETTLEMENT.COM)

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If not electronically filed, objections must be mailed to:

Clerk of Court  
United States District Court  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, NY 11201  
Re: *Cheng*, Case No. 1:20-cv-00629-WFK-JRC

With copies mailed to:

John P. Hooper  
King & Spalding LLP  
1185 Avenue of the Americas  
34th Floor  
New York, New York 10036

Daniel R.W. Rustmann  
BUTZEL LONG, P.C.  
150 W. Jefferson, Suite 100  
Detroit, MI 48226

W. Daniel “Dee” Miles III  
Demet Basar  
Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.  
218 Commerce Street  
Montgomery, Alabama 36104

## **17. 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, the requested fees, costs and expenses, and/or Class Representative service awards. 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 Toyota over the issues in the lawsuit.

## **G. THE COURT’S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to grant final approval to the settlement. If you have filed an objection on time and attend the hearing, you may ask to speak (provided you have previously

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filed a timely notice of intention to appear), but you do not have to attend or speak.

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

The Court will hold a Fairness Hearing at [time] a/p.m. Eastern time on [date], at the United States District Courthouse, Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11201. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys' fees, costs and expenses, and the request for Class Representative service awards. 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 20 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 and the Class Representatives. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the settlement website periodically for further updates.

**19. Do I have to come to the hearing?**

No. 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.

**20. 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 *Cheng, et al., v. Toyota Motor Corp., et al.*,” to 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, the identity of all counsel representing the objector, if any, who will appear at the Fairness Hearing, and your signature. Anyone who has requested permission to speak must be present at the start of the Fairness hearing at [time] a/p.m. Eastern time on [date]. You cannot speak at the hearing if you excluded yourself from the Class.

## H. GETTING MORE INFORMATION

**21. 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 documents and information about the settlement at [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com). You can also call the toll-free number, [phone number] or write the settlement administrator at [contact and address].

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT  
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**22. 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 settlement website identified in this Notice regularly. Please do not contact the Court. All questions should be directed to the Settlement Notice Administrator.

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**Appendix A – Exhibit 1b from the Settlement Agreement – Additional Vehicles**

“Additional Vehicles” means those vehicles that are equipped with Denso low-pressure fuel pumps with part number prefixes 23220- and/or 23221- that are identified in the chart below:

Make	Model Years	Model	Production Period
Toyota	2015-2018, 2019	4Runner	February 20, 2015 – May 31, 2018, April 5, 2019 – July 26, 2019
Toyota	2018	Avalon	October 24, 2017 – March 31, 2018
Toyota	2019-2020	Avalon Hybrid	June 11, 2019 – August 28, 2019
Toyota	2019-2020	Camry Hybrid	August 8, 2019 – August 28, 2019
Toyota	2019-2020	Camry	August 7, 2019 – January 23, 2020
Toyota	2019-2020	Corolla Hatchback	November 10, 2018 – August 30, 2019
Toyota	2019-2020	Corolla	May 9, 2018 – October 18, 2019
Toyota	2015-2020	Land Cruiser	March 12, 2015 – July 20, 2018, April 8, 2019 – August 2, 2019
Toyota	2019-2020	RAV4	November 7, 2018 – February 10, 2020
Toyota	2019-2020	RAV4 Hybrid	January 28, 2019 – February 13, 2020
Toyota	2018-2020	Sequoia	October 26, 2017 – November 19, 2019
Toyota	2019-2020	Tacoma	June 18, 2019 – September 11, 2019
Toyota	2018-2020	Tundra	October 25, 2017 – November 7, 2019
Lexus	2019-2020	ES 300h	February 21, 2019 – February 26, 2020
Lexus	2018	ES 350	October 24, 2017 – March 31, 2018
Lexus	2015-2017	GS 350	February 20, 2015 – July 5, 2017
Lexus	2015-2019	GX 460	February 20, 2015 – May 31, 2018 April 5, 2019 – July 26, 2019
Lexus	2015-2016	IS 350	February 23, 2015 – September 30, 2016
Lexus	2015-2020	LX570	March 12, 2015 – July 20, 2018 April 8, 2019 – August 2, 2019
Lexus	2015-2020	NX 200t / NX 300	June 3, 2015 – May 11, 2018, April 22, 2019 – January 10, 2020

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Lexus	2015-2017	RC350	February 24, 2015 – November 28, 2017
Lexus	2019	UX 200	February 10, 2019 – September 2, 2019
Toyota	2015-2018, 2019	4Runner	February 20, 2015 – May 31, 2018, April 5, 2019 – July 26, 2019

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**Appendix B – Exhibit 2 from the Settlement Agreement – Subject Vehicles**

“Subject Vehicles” means those vehicles that were identified as part of the Recall<sup>4</sup>, all of which are equipped with Denso low-pressure fuel pumps with part number prefixes 23220- and/or 23221-, and/or are recalled vehicles that are listed in the chart below:

Make	Model Years	Model	Production Dates
Toyota	2014-2015, 2018-2019	4Runner	Early September 2013 – Mid-February 2015, Late May 2018 – Early April 2019
Toyota	2018-2020	Avalon	Early April 2018 – Early October 2019
Toyota	2018-2020	Camry	Mid-November 2017 – Mid-February 2019
Toyota	2018-2020	Corolla	Mid-October 2017 – Early July 2019
Toyota	2019	Corolla Hatchback	Mid-June 2018 – Early November 2018
Toyota	2014	FJ Cruiser	Early September 2013 – Early August 2014
Toyota	2017-2019	Highlander	Mid-July 2017 – Early December 2019
Toyota	2014-2015, 2018-2019	Land Cruiser	Early September 2013 – Mid-March 2015, Mid-July 2018 – Early April 2019
Toyota	2019-2020	RAV4	Early October 2018 – Early October 2019
Toyota	2018-2020	Sequoia	Early April 2018 – Late July 2019
Toyota	2017-2020	Sienna	Early September 2017 – Early September 2019 1
Toyota	2017-2020	Tacoma	Early September 2017 - Mid-September 2019
Toyota	2018-2020	Tundra	Early April 2018 – Mid-July 2019
Lexus	2018-2020	ES350	Mid-November 2017 – Early September 2019
Lexus	2017	GS200t	Late July 2017 – Early September 2017
Lexus	2018, 2019	GS300	Mid-October 2017 – Early June 2018, Mid- September 2018 – Mid January 2019, Mid- May 2019 – Mid-May 2019
Lexus	2013-2014, 2015, 2017- 2019	GS350	Early September 2013 – Late July 2014, Early September 2014 – Late February 2015, Early July 2017 – Late May 2019
Lexus	2014-2015, 2018-2019	GX460	Early September 2013 – Mid-February 2015, Late May 2018 – Early April 2019
Lexus	2014	IS-F	Mid-September 2013 – Late July 2014
Lexus	2017	IS200t	Early July 2017 – Early October 2017
Lexus	2018-2019	IS300	Early October 2017 – Mid-May 2019
Lexus	2014-2015,	IS350	Early September 2013 – Late February 2015,

<sup>4</sup> “Recall(s)” means Toyota’s recalls of the Subject Vehicles, namely, Toyota’s Recall 20V-012 submitted to NHTSA on or about January 13, 2020, the amendments submitted for Recall 20V-682 on or about November 4, 2020, and the amendments submitted for Recall 21V-617 on or about August 6, 2021, as identified in Exhibit 2 (above), and any expansions related thereto prior to Preliminary Approval.

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	2018-2019		Early October 2017 – Mid-May 2019
Lexus	2018-2020	LC500	Mid-July 2017 – Mid-June 2019
Lexus	2018-2020	LC500h	Mid-July 2017 – Early June 2019
Lexus	2013-2015	LS460	Early September 2013 – Late February 2015
Lexus	2018-2020	LS500	Late July 2017 – Late May 2019
Lexus	2018-2019	LS500h	Early October 2017 - Late May 2019
Lexus	2014-2015, 2018-2019	LX570	Early September 2013 – Mid-March 2015, Mid-July 2018 – Early April 2019
Lexus	2015	NX200t	Mid-October 2014 – Early June 2015
Lexus	2018-2019	NX300	Mid-May 2018 – Mid-April 2019
Lexus	2017	RC200t	Mid-September 2017 – Late November 2017
Lexus	2018-2019	RC300	Late November 2017 – Mid-May 2019
Lexus	2015, 2018- 2019	RC350	Mid-April 2014 – Late February 2015, Late November 2017 – Mid-May 2019
Lexus	2017-2020	RX350	Early July 2017 – Early December 2019
Lexus	2018-2020	RX350L	Early August 2017 – Early September 2019
Lexus	2019	UX200	Late June 2018 – Mid-February 2019
Toyota	2019-2020	Yaris Hatchback	Early October 2018 – Early February 2020
Toyota	2019-2020	Yaris Sedan	Early October 2018 – Early February 2020
Toyota	2019-2020	Yaris R	Early October 2018 – Early February 2020
Toyota	2018-2019	86	Early April 2018 – Early November 2018

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**Appendix C – Exhibit 1a from the Settlement Agreement – SSC Vehicles**

“SSC Vehicles” means the vehicles identified as part of the Special Service Campaigns 21LC01 and 21TC03, all of which are equipped with Denso low-pressure fuel pumps with part number prefixes 23220- and/or 23221-, and are listed in the chart below:

Make	Model Years	Model	Production Period
Toyota	2017 – 2019	Highlander Hybrid	Mid-July 2017 – Early December 2019
Toyota	2018 – 2020	Camry Hybrid	Late October 2017 – Mid-September 2019
Toyota	2019	Avalon Hybrid	Mid-April 2018 – Early June 2019
Toyota	2019	RAV4 Hybrid	Early January 2019 – Late September 2019
Lexus	2013 – 2015	LS 600h	Mid-September 2013 – Late February 2015
Lexus	2014 – 2015	GS 450h	Mid-September 2013 – Late February 2015
Lexus	2017 – 2020	RX 450h	Early July 2017 – Early December 2019
Lexus	2018 – 2020	RX 450h L	Mid-October 2017 – Early September 2019
Lexus	2018	GS 450h	Mid-July 2018 – Late August 2018
Lexus	2019	ES 300h	Early July 2018 – Early June 2019

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**Appendix D – Section VII from the Settlement Agreement – Release and Waiver**

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

B. In consideration for the Settlement Agreement, Class Representatives, and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of any state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of any kind arising from, related to, connected with, and/or in any way involving the Action, the Covered Vehicles' Fuel Pumps, and/or associated parts that are, or could have been, defined, alleged, or described in the Class Action Complaint, the Action, or any amendments of the Class Action Complaint ("Released Claims"); provided, however, that notwithstanding the foregoing, Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

C. Notwithstanding the foregoing, Class Representatives and/or the other Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.

D. The Final Order will reflect the terms of this Release.

E. Class Representatives, on behalf of the other Class Members and through Class Counsel, expressly agree that this Release, the Final Order, and/or the Final Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

F. Class Representatives and Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, 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 and the Settlement Agreement.

G. In connection with the Settlement Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they and other Class Members may hereafter discover claims

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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 Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel and Class Representatives in executing this Settlement Agreement to fully, finally, and forever settle, release, discharge, and hold harmless all such matters, and all claims 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 Action, provided, however, that Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

H. Class Representatives expressly understand and acknowledge that they will be deemed by the Final Judgment and Final Order 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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Class Representatives 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.

I. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Class Representatives 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 Action, including, without limitation, any claim for benefits, proceeds, or value under the Action, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the individual claims that they are releasing under the Settlement Agreement or in any benefits, proceeds, or values in the individual claims that they are releasing under the Settlement Agreement.

J. 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, expert or consultant fees, interest, litigation expenses, or any other fees, costs, and/or disbursements incurred by Class Counsel, Plaintiffs' Counsel, Class Representatives, or other Class Members who claim to have assisted in conferring the benefits under this Settlement Agreement upon the Class.

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K. In consideration for the Settlement Agreement, Toyota and Denso and their past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, successors and assigns shall be deemed to have, and by operation of the Final Order shall have, released Plaintiffs' Counsel, Class Counsel, and each Class Representative from any and all causes of action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.

L. Class Representatives, Plaintiffs' Counsel, Class Counsel, and any other attorneys who receive attorneys' fees and costs from this Settlement Agreement 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. The Parties specifically understand that there may be further pleadings, discovery requests and responses, testimony, or other matters or materials owed by the Parties pursuant to existing pleading requirements, discovery requests, or pretrial rules, procedures, or orders, and that, by entering into this Settlement Agreement, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.

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

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

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# Exhibit 6

**Direct Mail Notice to Class Members**

**Front:**

*Cheng, et al., v. Toyota Motor Corporation, et al.,*

Case No. 1:20-cv-00629-WFK-JRC (E.D.N.Y.)

c/o Settlement Notice Administrator

[Address]

[City, State ZIP Code]

[Name]

[Address]

[City, State ZIP Code]

**Important Legal Notice**

**Back:**

**If you purchased, own(ed), or lease(d) certain Toyota or Lexus vehicles equipped with Denso fuel pumps, you may be eligible to benefit from a class action Settlement.**

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

There is a proposed settlement in a class action alleging that certain Toyota and Lexus vehicles equipped with fuel pumps manufactured by Denso International America, Inc. and its affiliates (“Denso”) contain a defective component. Toyota and Denso deny the allegations and the Court has not decided who is right. **The purpose of this notice is to inform you of the proposed settlement so you can decide what to do.**

**Who’s Included in the Settlement?** Toyota’s records indicate that you may be a Class Member. The Settlement offers benefits to purchasers and current and former owners and lessees of certain Toyota and Lexus Vehicles equipped with Denso fuel pumps (“Covered Vehicles”), subject to certain exclusions. A complete list of Covered Vehicles included in the Settlement is posted on **www.ToyotaFuelPumpsSettlement.com**. This Settlement does not involve claims of personal injury, wrongful death, or actual physical property damage arising from an accident involving the Covered Vehicles.

**What Are the Settlement Terms?** The Settlement offers several benefits, depending on the vehicle, including a Customer Support Program which will provide prospective coverage of 15 years, measured from the date of original sale, for any repairs to correct defects in the fuel pumps, or an Extended New Parts Warranty of 15 years, measured from July 15, 2021, or 150,000 miles, whichever comes first. The Settlement also offers a complimentary Loaner/Towing Program for vehicles undergoing repairs; reimbursement of certain out-of-pocket expenses; a reconsideration procedure; and settlement oversight by a Settlement Special Master. For further details about the Settlement, including the relief, eligibility, and release, please go to **www.ToyotaFuelPumpsSettlement.com**.

**How Can I Receive Settlement Benefits?** To receive reimbursement for previously paid out-of-pocket expenses incurred to repair or replace a fuel pump in a Covered Vehicle, you must file a timely Claim postmarked by a date to be set, which will be no earlier than 90 days after the Court's issuance of the Final Order and Final Judgment. The Claim Form shall be available on the Settlement Website and can be submitted in either hard-copy or online. All deadlines will be posted on the website when they are known. If you do not file a timely Claim for reimbursement of previously paid out-of-pocket expenses, you may still be entitled to the other benefits under the Settlement, including the Customer Support Program or the Extended New Parts Warranty, unless you exclude yourself from the Settlement.

**Your Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by **[insert date]**. If you do not exclude yourself, you will release any claims you may have against Toyota, Denso, and the Released Parties, and receive certain settlement benefits. You may object to the Settlement, and/or Attorneys' Fees, Costs, and Expenses and Class Representative service awards by **[insert date]**. You cannot both exclude yourself from and object to the Settlement. The Long Form Notice available on the website listed below explains the Settlement, including how to exclude yourself or object. The Court will hold a hearing on **[insert date]** at **[time]**, to consider whether to finally approve the Settlement. You may appear at the hearing, either yourself or through an attorney hired by you, but are not required to appear to obtain benefits under the Settlement or object to the Settlement.

Please consult [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com) or call **[Settlement Number]** to determine how this Settlement may affect you.

**KEEP THIS IN YOUR GLOVEBOX**

If certain warning lights/messages appear on your dashboard, point your smartphone camera at the QR Code below to obtain instructions about eligibility for a cost-free tow or loaner vehicle and other warranty-related information.

**[QR CODE]**

# Exhibit 7

## Publication Notice

# If You Own or Lease or Previously Owned, Purchased, or Leased Certain Toyota or Lexus Vehicles Equipped with Denso Fuel Pumps, You Could Get Benefits from a Class Action Settlement.

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

There is a proposed Settlement in a class action lawsuit against Toyota Motor Corporation and Toyota Motor North America, Inc. (collectively, “Toyota”) and Denso International America, Inc. (“Denso”) (collectively, “Defendants”) concerning certain Toyota and Lexus vehicles. Those included in the Settlement have legal rights and options that must be exercised by certain deadlines.

### What is the lawsuit about?

The lawsuit alleges that the fuel pumps that are manufactured by Denso and its affiliates and installed in certain Toyota and Lexus vehicles contain a defective component. Toyota and Denso deny any and all allegations of wrongdoing and the Court has not decided who is right. Instead, the parties decided to settle.

### Am I Included in the Proposed Settlement?

Subject to certain limited exclusions, you are included if as of **[the Initial Notice Date]**,

- You own or owned, purchase(d), or lease(d) a Toyota or Lexus vehicle covered under this Settlement (“Covered Vehicles”); and
- Your Covered Vehicle was distributed for sale or lease in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions.

A full list of the Covered Vehicles and the VINs can be found at [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com). This Settlement does not involve claims of wrongful death, personal injury, or physical property damage caused by an accident.

### What does the Settlement provide?

The Settlement offers several benefits, depending on the vehicle, including a Customer Support Program which will provide prospective coverage of 15 years, measured from the date of original sale, for any repairs to correct defects in the fuel pumps, or an Extended New Parts Warranty of 15 years, measured from July 15, 2021, or 150,000 miles, whichever comes first. The Settlement also offers a complimentary Loaner/Towing Program for vehicles undergoing repairs; reimbursement of certain out-of-pocket expenses; a reconsideration procedure; and settlement oversight by a Settlement Special Master. Some of these benefits require action by Class Members by certain deadlines.

### What are my options?

If you do nothing, you will remain in the Class, receive certain benefits and will not be able to sue Toyota, Denso, or the Released Parties. You can exclude yourself by [insert date], if you don’t want to be part of the Settlement. You won’t get any settlement benefits, but you keep the right to sue Defendants. You can submit a Claim Form by a date to be set, which will not be earlier than 90 days

after the Court's issuance of the Final Order and Final Judgment, if you have out-of-pocket expenses covered by the Settlement and don't exclude yourself. You can object to all or part of the Settlement by [insert date], if you don't exclude yourself. The full notice describes how to exclude yourself, submit a Claim Form, and/or object.

The Court will hold a fairness hearing on [insert date] to: (a) consider whether the proposed settlement is fair, reasonable, and adequate; and (b) decide the plaintiffs' lawyers' request for fees up to [insert amount] and costs and expenses of up to [insert amount] and Class Representative service awards of [insert amount] each). The motion for attorneys' fees, costs, and expenses, and Class Representative service awards will be posted on the website after they are filed. You may but are not required to appear at the hearing, and you may hire an attorney to appear for you, at your own expense.

For more information or a Claim Form call [insert Settlement Number] or visit [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com).

**1-8XX-XXX-XXXX**

**www. www.ToyotaFuelPumpsSettlement.com.com**

# Exhibit 8

## OUT-OF-POCKET CLAIMS PROCESS - CLAIM FORM

*Cheng, et al. v. Toyota Motor Corporation, et al.*

**You only need to submit a Claim Form if you spent money prior to [date] for certain repairs relating to Denso manufactured fuel pumps covered under the Settlement and have not already been reimbursed.**

Use this Claim Form only if you: (1) previously paid out-of-pocket expenses incurred to repair or replace a Fuel Pump of Covered Vehicles that were not otherwise reimbursed and that were either (a) incurred prior to the Initial Notice Date; or (b) incurred between Initial Notice Date and date of Final Effective Date and were denied coverage by the Toyota dealer prior to incurring the cost; (2) you are not otherwise excluded from the Class; and (3) you otherwise meet the terms and conditions specified in this Claim Form and the Settlement Agreement.

To determine whether you are a Class Member eligible to make a claim, or for more information regarding the class action settlement, please first visit **www.ToyotaFuelPumpsSettlement.com**. If you still have questions regarding the claims process, call 1-[phone number].

### **INSTRUCTIONS FOR COMPLETING THIS CLAIM FORM AND SUBMITTING A CLAIM FOR PAYMENT**

- 1) You can complete the Claim Form online at **www.ToyotaFuelPumpsSettlement.com**, or on paper. Check the Claim Form carefully to make sure all of the information is correct and that you have filled in any missing information. If you are submitting a Claim Form for multiple invoices and/or more than one Covered Vehicle, you can photocopy this Claim Form and attach a separate sheet containing the information requested, or, if you are submitting this Claim Form online, please check the box allowing you to include rows for multiple invoices and/or more than one Covered Vehicle.
- 2) Capitalized terms in this Claim Form have the same meaning as provided in the Settlement Agreement, which is available at **www.ToyotaFuelPumpsSettlement.com**. No funds will be paid out unless and until the settlement is finally approved by the Court, including the resolution of any appeals in favor of upholding the settlement.
- 3) If you print this Claim Form, type or print legibly in blue or black ink. Do not use any highlighters. Provide **all** requested information to complete and submit this Claim Form, attach Supporting Documentation, as specified below, and sign the Claim Form.
- 4) **You must submit your completed Claim Form and any Supporting Documentation by mail or electronically no later than [date]. Please check the settlement website, www.ToyotaFuelPumpsSettlement.com, which will be periodically updated. The completed Claim Form and any Supporting Documentation, can be submitted online at www.ToyotaFuelPumpsSettlement.com or mailed to:**

**[Settlement Notice Administrator Address]**

**Important:** Keep a copy of your completed Claim Form and the Supporting Documentation. Any documents you submit with your Claim Form will not be returned. Do not send original documents. If your claim is rejected for any reason, you will be notified.

**If you fail to timely and fully complete this Claim Form and submit the required Supporting Documentation, your Claim may be denied. If your Claim is denied, you will not receive a cash payment for your Claim. The Settlement Claims Administrator has the right to request verification of eligibility to participate in this Settlement.**

SECTION I – CLASS MEMBER AND COVERED VEHICLE INFORMATION														
<b>Name:</b>														
<i>Last</i>					<i>First</i>					<i>Middle Initial</i>				
<i>Vehicle Identification Number (VIN): (COMPLETE THIS BOX FIRST AS IT MAY POPULATE OTHER BOXES IN THIS CLAIM FORM AND BE SURE TO CORRECT ANY WRONG INFORMATION)</i>														
<i>Make</i>					<i>Model</i>					<i>Model Year of Vehicle</i>				
<b>Your Address:</b>														
Street Address : _____														
City: _____ State: _____ Zip Code: _____														
Phone Number: (_____) _____ - _____														
E-mail Address: _____@_____._____														

## SECTION II – ELIGIBILITY

1. Did you incur out-of-pocket expenses to repair or replace the Denso fuel pump on a Covered Vehicle, and for which you were not otherwise reimbursed, and the costs were incurred prior to the Final Effective Date of [date]?

- No  
 Yes

**If you answered “No” to question 1, you are not eligible to submit a Claim Form.**

**If you answered “Yes” to question 1, please answer question 2.**

2. Did you incur the above out-of-pocket expenses prior to Initial Notice Date [DATE]?

- No  
 Yes

**If you answered “No” to question 2, please answer question 3.**

**If you answered “Yes” to question 2, please complete Sections II.A. and III only.**

3. Did you request coverage from a Toyota Dealer after the Initial Notice Date [DATE] and prior to the Final Effective Date [date] for the out-of-pocket expenses incurred to repair or replace a Fuel Pump of a Covered Vehicle that were not otherwise reimbursed and were subsequently denied?

- No  
 Yes

**If you answered “No” to question 3, you are not eligible to submit a Claim Form.**

**If you answered “Yes” to question 3, please complete Section, II.A., II.B., and III.**

## SECTION II.A. – CLAIM INFORMATION

The best way to show you incurred eligible out-of-pocket expenses is to enclose an invoice(s), service record(s), repair order(s), or any other document(s) that shows:

- Proof of ownership, which includes VIN, make and model
- Repair date
- Type of fuel pump repair performed (including the parts repaired, condition and cause)
- Proof of payment and total amount paid (for both parts and labor)
- Facility name, address and phone number that performed the repair

<b>INVOICE #1</b>									
<i>Order Number:</i>	<i>Amount of Repair or Other Covered Expense</i>								
	\$								
<i>Date of Repair:</i>									
_____ / _____ / _____									
<i>Name, City and State of Toyota Dealership Where Repair Occurred:</i>									
Dealership Name: _____									
Street Address: _____									
City: _____ State: _____ Zip Code: _____									
<i>Description of Repair:</i>									
<i>Other/Specify Other Costs (If Applicable):</i>									

<b>INVOICE #2</b>									
<i>Order Number:</i>	<i>Amount of Repair or Other Covered Expense</i>								
	\$								
<i>Date of Repair:</i>									
_____ / _____ / _____									
<i>Name, City and State of Toyota Dealership Where Repair Occurred:</i>									
Dealership Name: _____									
Street Address: _____									
City: _____ State: _____ Zip Code: _____									
<i>Description of Repair:</i>									
<i>Other/Specify Other Costs (If Applicable):</i>									

**SECTION II.B. – PROOF OF PRIOR DENIAL BY TOYOTA DEALER**

*The best way to show you incurred eligible out-of-pocket expenses is to enclose an invoice(s), service record(s), repair order(s), e-mail, or any other document(s) that shows:*

- Written documentation between you and the dealership requesting and/or denying coverage of the expense

<i>Specify Invoice Number from Above:</i>
<i>Date of Request:</i>
____/____/____
<i>Date of Denial:</i>
____/____/____
<i>Description of Request and Denial, Including Names of any People Spoken to:</i>
<i>Other/Specify (If Applicable):</i>

**SECTION III – ATTESTATION**

By signing this Claim Form, you affirm that you **HAVE NOT** already been reimbursed for any of the above services except as reflected on the documents you have submitted. If you were only partially reimbursed, please enclose the document(s) that show how much you were reimbursed.

I affirm under the laws of the United States of America, that the information in this Claim Form is true and correct to the best of my knowledge, information and belief. I understand that my Claim Form may be subject to audit, verification and the Settlement Claims Administrator and Court review.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## SECTION IV – CLAIM FORM COMPLETION AND SUBMISSION CHECKLIST

- Be sure that your completed Claim Form includes your current name, address, telephone number, contact information and the vehicle identification number (VIN) of your Covered Vehicle.
- Provide receipts or other evidence for the out-of-pocket expenses for repair of fuel pump covered under the Customer Support Program, as instructed above.
- Provide supportive documents of denial of coverage for out-of-pocket expenses incurred to repair of fuel pump covered under the Customer Support Program, if any and as instructed above.
- Keep a copy of your completed Claim Form (plus documentation submitted) for your records.
- Sign and date your Claim Form.
- Finally, you must submit your Claim Form and any Supporting Documentation, no later than [date] or postmarked no later than [date]. The completed claim form and documentation can be submitted online at [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com) or mailed to:.

[Settlement Notice Administrator Address]

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Toyota, Denso, the Settlement Claims Administrator, and/or the Settlement Notice Administrator are not responsible for any misdelivered, lost, illegible, damaged, destroyed, or otherwise not received mail or e-mail.

Claim Forms will be processed and approved in accordance with the terms of the Settlement Agreement. Please check the settlement website, [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com), for updates.

# Exhibit 9

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

SHARON CHENG, CRISTINA DIAS,  
RHONDA SANFILIPO, BRUCE PULEO,  
ZINA PRUITT, RON ZIMMERMAN,  
CHERYL SILVERSTEIN, TINA FENG,  
ROBERT HAKIM, BERNADETTE GRIMES,  
ELIZABETH GENDRON, ROGER CARTER,  
MARLENE RUDOLPH, PATRICIA  
BARLOW, TERESA EDWARDS, ISAAC  
TORDJMAN, JAMES HETTINGER, DIEU  
LE, CHRIS BOHN, DANIEL DEWEERDT,  
CRAIG BOXER, BETTY DENDY,  
ELIZABETH PERSAK, KRISTI ROCK,  
JENNIFER CHALAL, JOHN TORRANCE,  
LENARD SHOEMAKER, MICHAEL  
MITCHELL, ROBERT SKELTON, JEFFREY  
JONES, ISABEL MARQUES, PAYAM  
RASTEGAR, and SYED ABDUL NAFAY,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

TOYOTA MOTOR CORPORATION,  
TOYOTA MOTOR NORTH AMERICA, INC.,  
and DENSO INTERNATIONAL AMERICA,  
INC.,

Defendants.

Case No: 1:20-cv-00629-WFK-JRC

**DECLARATION OF JEANNE C. FINEGAN, APR**

I, Jeanne C. Finegan, declare and state as follows:

1. I am the Managing Director and Head of Kroll Notice Media Solutions (“Kroll

Media”),<sup>1</sup> a business unit of Kroll Settlement Administration LLC (“Kroll”). This Declaration is based upon my personal knowledge as well as information provided to me by my associates and staff, including information reasonably relied upon in the fields of advertising media and communications.

2. Kroll has been engaged by the Parties as the Settlement Notice Administrator to develop and implement a proposed legal notice program as part of the Parties’ proposed class action settlement in the above captioned case, as embodied in that certain Settlement Agreement, dated as of July 15, 2022 (the “Settlement Agreement”). Attached as **Exhibit B** is the description of the proposed notice program (the “Notice Program”) that we will implement, subject to approval by the Court.

3. This Declaration describes my extensive experience in designing and implementing notices and notice programs, as well as my credentials to opine on the overall adequacy of the noticing efforts.

4. My credentials, expertise, and experience that qualify me to provide an expert opinion and advice regarding notice in class action cases include more than 30 years of communications and advertising experience, specifically in class action and bankruptcy noticing context. My Curriculum Vitae delineating my experience is attached hereto as **Exhibit A**.

5. I have served as an expert and have been directly responsible for the design and implementation of over 1,000 notice programs, including some of the largest and most complex programs ever implemented in the United States as well as globally in over 140 countries and 37 languages. I have been recognized by numerous courts in the United States as an expert on

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<sup>1</sup> Capitalized terms used herein and not otherwise defined have the meanings assigned to them in the Settlement Agreement (as defined below).

notification and outreach.

6. During my career, I have planned and implemented complex notice programs for a wide range of class action, bankruptcy, regulatory, and consumer matters. The subject matters of which have included product liability, construction defect, antitrust, asbestos, medical, pharmaceutical, human rights, civil rights, telecommunications, media, environmental, securities, banking, insurance and bankruptcy.

7. I have relevant experience planning and implementing complex court-approved notice programs in other automobile class action settlements including:

- ***Simerlein et al., v. Toyota Motor Corporation***, Case No. 3:17-cv-01091-VAB (D. Conn. 2019); and
- ***Warner v. Toyota Motor Sales, U.S.A. Inc.***, Case No 2:15-cv-02171-FMO FFMx (C.D. Cal. 2017).

8. I am the only notice expert regularly recognized by courts who is accredited in Public Relations by the Universal Accreditation Board, a program administered by the Public Relations Society of America. I have provided testimony before the United States Congress on issues of notice.<sup>2</sup> I have lectured, published, and been cited extensively on various aspects of legal noticing, product recall, and crisis communications. I have served the Consumer Product Safety Commission (“CPSC”) as an expert to determine ways in which the CPSC can increase the

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<sup>2</sup> See, e.g., Report on the Activities of the Committee on the Judiciary of the House of Representatives: “Notice” Provision in the *Pigford v. Glickman* Consent Decree: Hearing Before Subcommittee on the Constitution, 108th Cong. 2nd Sess. 805 (2004) (statement of Jeanne C. Finegan); *Pigford v. Glickman & U.S. Dep’t of Agric.*, 185 F.R.D. 82, 102 (D.D.C. Apr. 14, 1999) (J. Finegan provided live testimony and was cross-examined before Congress in connection with a proposed consent decree settling a class action suit against the U.S. Department of Agriculture. In the court opinion that followed, the Honorable Paul L. Friedman approved the consent decree and commended the notice program, stating, “The [c]ourt concludes that class members have received more than adequate notice . . . the timing and breadth of notice of the class settlement was sufficient . . . The parties also exerted extraordinary efforts to reach class members through a massive advertising campaign in general and African American targeted publications and television stations.”).

effectiveness of its product recall campaigns. Additionally, I have published and lectured extensively on various aspects of legal noticing and taught continuing education courses for Jurists and lawyers alike on best practice methods for providing notice in various contexts.

9. I worked with the Settlement Special Administrator's team to assist with the outreach strategy for the historic Auto Airbag Settlement. *In re Takata Airbag Prods. Liab. Litig.*, No. 15-MD-2599-FAM (S.D. Fla.). I was extensively involved as a lead contributing author for "*Guidelines and Best Practices Implementing 2018 Amendments to Rule 23 Class Action Settlement Provisions*" published by Duke University School of Law. I assisted New York University School of Law and The Center on Civil Justice with a class action settlement data analysis and comparative visualization tool called the *Aggregate Litigation Project*, designed to help judges make decisions in aggregate cases on the basis of data as opposed to anecdotal information.

- Further, I have been recognized as being at the forefront of modern notice practices,<sup>3</sup> and I was one of the first notice experts to integrate digital media,<sup>4</sup> social media and influencers<sup>5</sup> into court-approved legal notice programs. *In re Purdue Pharma L.P.*, Case No. 19-23649 (Bankr. S.D.N.Y. 2019).

- *In Re: PG&E Corporation*, Case No. 19-30088 Bankr. (N.D. Cal. 2019).

- *Yahoo! Inc. Customer Data Security Breach Litigation*, Case No. 5:16-MD-02752 (N.D. Cal. 2016).

- *Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation*, Case No. 19-MD-2887 (D. Kan. 2021).

- *Pettit et al., v. Procter & Gamble Co.*, Case No. 15-cv-02150-RS (N.D. Cal. 2019).

10. As further reference, in evaluating the adequacy and effectiveness of my notice

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<sup>3</sup> See, e.g., Deborah R. Hensler et al., *Class Action Dilemmas, Pursuing Public Goals for Private Gain*, RAND (2000).

<sup>4</sup> See *In re La.-Pac. Inner-Seal Siding Litig.*, Nos. 879-JE, 1453-JE (D. Or. 1995).

<sup>5</sup> See *In re: PG&E Corporation*, Case No. 19-30088 (Bankr. N.D. Cal. 2019)

programs, courts have repeatedly recognized my work as an expert. For example:

a. ***Simerlein et al. v. Toyota Motor Corporation***, Case No. 3:17-cv-01091-VAB (D. Conn. 2019). In the Ruling and Order on the Motion for Preliminary Approval, dated January 14, 2019, p. 30, the Honorable Victor Bolden stated:

*“In finding that notice is sufficient to meet both the requirements of Rule 23(c) and due process, the Court has reviewed and appreciated the high-quality submission of proposed Settlement Notice Administrator Jeanne C. Finegan. See Declaration of Jeanne C. Finegan, APR, Ex. G to Agrmt., ECF No. 85-8.”*

b. ***Yahoo! Inc. Customer Data Security Breach Litigation***, Case No. 5:16-MD-02752 (N.D. Cal 2016). In the Order Preliminary Approval, dated July 20, 2019, the Honorable Lucy Kho stated, para 21,

*“The Court finds that the Approved Notices and Notice Plan set forth in the Amended Settlement Agreement satisfy the requirements of due process and Federal Rule of Civil Procedure 23 and provide the best notice practicable under the circumstances.”*

c. ***Hill’s Pet Nutrition, Inc., Dog Food Products Liability Litigation***, Case No. 19-MD-2887 (D. Kan. 2021). In the Preliminary Approval Transcript, February 2, 2021 p. 28-29, the Honorable Julie A. Robinson stated:

*“I was very impressed in reading the notice plan and very educational, frankly to me, understanding the communication, media platforms, technology, all of that continues to evolve rapidly and the ability to not only target consumers, but to target people that could rightfully receive notice continues to improve all the time.”*

d. ***Carter v. Forjas Taurus S.S., Taurus International Manufacturing, Inc.***, Case No. 1:13-CV-24583- PAS (S.D. Fla. 2016). In her Final Order and Judgment Granting Plaintiffs’ Motion for Final Approval of Class Action Settlement, the Honorable Patricia Seitz stated:

*“The Court considered the extensive experience of Jeanne C. Finegan and the notice program she developed. . . . There is no national firearms registry and Taurus sale records do not provide names and addresses of the ultimate purchasers... Thus, the form and method used for notifying Class Members of the terms of the Settlement was the best notice practicable. . . . The court-approved notice plan used peer-accepted national research to identify the optimal traditional, online, mobile and social media platforms to reach the Settlement Class Members.”*

Additionally, in the January 20, 2016, Transcript of Class Notice Hearing, p. 5, Judge Seitz noted:

*“I would like to compliment Ms. Finegan and her company because I was quite impressed with the scope and the effort of communicating with the Class.”*

e. **In re Purdue Pharma L.P.**, Case No. 19-23649 (Bankr. S.D.N.Y. 2019). Omnibus Hearing, Motion Pursuant to 11 U.S.C. §§ 105(a) and 501 and Fed. R. Bankr. P. 2002 and 3003(c)(3) for Entry of an Order (I) Extending the General Bar Date for a Limited Period and (II) Approving the Form and Manner of Notice Thereof, June 3, 2020, transcript p. 88:10, the Honorable Robert Drain stated:

*“The notice here is indeed extraordinary, as was detailed on page 8 of Ms. Finegan's declaration in support of the original bar date motion and then in her supplemental declaration from May 20th in support of the current motion, the notice is not only in print media, but extensive television and radio notice, community outreach, -- and I think this is perhaps going to be more of a trend, but it's a major element of the notice here -- online, social media, out of home, i.e. billboards, and earned media, including bloggers and creative messaging. That with a combined with a simplified proof of claims form and the ability to file a claim or first, get more information about filing a claim online -- there was a specific claims website -- and to file a claim either online or by mail. Based on Ms. Finegan's supplemental declaration, it appears clear to me that that process of providing notice has been quite successful in its goal in ultimately reaching roughly 95 percent of all adults in the United States over the age of 18 with an average frequency of message exposure of six times, as well as over 80 percent of all adults in Canada with an average message exposure of over three times.”*

f. **In Re: PG&E Corporation**, Case No. 19-30088 Bankr. (N.D. Cal. 2019). Hearing Establishing, Deadline for Filing Proofs of Claim, (II) establishing the Form and Manner of Notice Thereof, and (III) Approving Procedures for Providing Notice of Bar Date and Other Information to all Creditors and Potential Creditors PG&E. June 26, 2019, Transcript of Hearing p. 21:1, the Honorable Dennis Montali stated:

*...the technology and the thought that goes into all these plans is almost incomprehensible. He further stated p. 201:20 ... Ms. Finegan has really impressed me today...*

11. Additionally, I have published extensively on various aspects of legal noticing, including the following publications and articles:

- a. Interview, *“One Media Buyer's Journey Toward Transparency,”* BoSacks Media Intelligence/Heard on the Web, April, 2021.
- b. Interview, *“One Media Buyer's Journey Toward Transparency,”* The Drum /Open Mic Blog, April 21, 2021.
- c. Interview, *“How Marketers Achieve Greater ROI Through Digital Assurance,”* Alliance for Audited Media (“AAM”), white paper, January 2021.
- d. Tweet Chat: Contributing Panelist #Law360SocialChat, A live Tweet workshop

- concerning the benefits and pitfalls of social media, Lexttalk.com, November 7, 2019.
- e. Author, “Top Class Settlement Admin Factors to Consider in 2020” Law360, New York, (October 31, 2019, 5:44 PM ET).
  - f. Author, “*Creating a Class Notice Program that Satisfies Due Process,*” Law360, New York (February 13, 2018 12:58 PM ET).
  - g. Author, “*3 Considerations for Class Action Notice Brand Safety,*” Law360, New York (October 2, 2017 12:24 PM ET).
  - h. Author, “*What Would Class Action Reform Mean for Notice?*” Law360, New York (April 13, 2017 11:50 AM ET).
  - i. Author, “*Bots Can Silently Steal your Due Process Notice*” Wisconsin Law Journal (April 2017).
  - j. Author, “*Don’t Turn a Blind Eye to Bots. Ad Fraud and Bots are a Reality of the Digital Environment,*” LinkedIn (March 6, 2017)
  - k. Co-Author, “Modern Notice Requirements Through the Lens of Eisen and Mullane,” *Bloomberg BNA Class Action Litigation Report*, 17 CLASS 1077 (October 14, 2016).
  - l. Author, “*Think All Internet Impressions are the Same? Think Again,*” Law360.com, New York (March 16, 2016).
  - m. Author, “*Why Class Members Should See an Online Ad More Than Once,*” Law360.com, New York (December 3, 2015).
  - n. Author, “*‘Being ‘Media-Relevant’ — What It Means and Why It Matters,*” Law360.com, New York (September 11, 2013, 2:50 PM ET).
  - o. Co-Author, “*New Media Creates New Expectations for Bankruptcy Notice Programs,*” ABI Journal, Vol. XXX, No. 9 (November 2011).
  - p. Quoted Expert, “*Effective Class Action Notice Promotes Access to Justice: Insight from a New U.S. Federal Judicial Center Checklist,*” Canadian Supreme Court Law Review, 53 S.C.L.R. (2d) (2011).
  - q. Co-Author, with Hon. Dickran Tevrizian, “Expert Opinion: *It’s More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape,*” BNA Class Action Litigation Report, 12 CLASS 464 (May 27, 2011).
  - r. Co-Author, with Hon. Dickran Tevrizian, “*Your Insight: It’s More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape,* TXLR, Vol. 26, No. 21 (May 26, 2011).
  - s. Author, “*Five Key Considerations for a Successful International Notice Program,* BNA Class Action Litigation Report,” Vol. 11, No. 7 p. 343 (April 9, 2010).
  - t. Quoted, “*Technology Trends Pose Novel Notification Issues for Class Litigators,*” BNA Electronic Commerce and Law Report, 15, ECLR 109 (January 27, 2010).
  - u. Author, “*Legal Notice: R U ready 2 adapt?*” BNA Class Action Litigation Report, Vol. 10, No. 14, pp. 702-703 (July 24, 2009).
  - v. Author, “*On Demand Media Could Change the Future of Best Practicable Notice,*” BNA Class Action Litigation Report, Vol. 9, No. 7, pp. 307-310 (April 11, 2008).

- w. Quoted, “*Warranty Conference: Globalization of Warranty and Legal Aspects of Extended Warranty*,” Warranty Week (February 28, 2007), available at [www.warrantyweek.com/archive/ww20070228.html](http://www.warrantyweek.com/archive/ww20070228.html).
  - x. Co-Author, “*Approaches to Notice in State Court Class Actions, For the Defense*,” Vol. 45, No. 11 (November, 2003).
  - y. Author, “*The Web Offers Near, Real-Time Cost-Efficient Notice*,” American Bankruptcy Institute Journal, Vol. XXII, No. 5 (2003).
  - z. Author, “*Determining Adequate Notice in Rule 23 Actions*,” For the Defense, Vol. 44, No. 9 (September 2002).
  - aa. Co-Author, “*The Electronic Nature of Legal Noticing*,” American Bankruptcy Institute Journal, Vol. XXI, No. 3 (April 2002).
  - bb. Author, “*Three Important Mantras for CEO’s and Risk Managers in 2002*,” International Risk Management Institute, [irmi.com/](http://irmi.com/) (January 2002).
  - cc. Co-Author, “*Used the Bat Signal Lately*,” The National Law Journal, Special Litigation Section (February 19, 2001).
  - dd. Author, “*How Much is Enough Notice*,” Dispute Resolution Alert, Vol. 1, No. 6, (March 2001).
  - ee. Author, “*High-Profile Product Recalls Need More Than the Bat Signal*,” International Risk Management Institute, [irmi.com/](http://irmi.com/) (July 2001).
  - ff. Author, “*The Great Debate - How Much is Enough Legal Notice?: American Bar Association -- Class Actions and Derivatives Suits Newsletter* (Winter 1999).
  - gg. Author, “*What are the best practicable methods to give notice?*” Georgetown University Law Center Mass Tort Litigation Institute, CLE White Paper: Dispelling the communications myth -- A notice disseminated is a notice communicated (November 1, 2001).
12. In addition, I have lectured or presented extensively on various aspects of legal

noticing. A sample list includes the following:

- a. American Bar Association Faculty Panelist, 4<sup>th</sup> Annual Western Regional CLE Class Actions: “Big Brother, Information Privacy, and Class Actions: How Big Data and Social Media are Changing the Class Action Landscape,” San Francisco, CA, June, 2017.
- b. Miami Law Class Action & Complex Litigation Forum, Faculty Panelist, “Settlement and Resolution of Class Actions.” Miami, FL, December 2, 2016.
- c. The Knowledge Group, Faculty Panelist, “Class Action Settlements: Hot Topics 2016 and Beyond,” Live Webcast, [www.theknowledgegroup.org/](http://www.theknowledgegroup.org/), October 2016.
- d. Bar Association National Symposium, Faculty Panelist, “Ethical Considerations in Settling Class Actions,” New Orleans, LA March 2016.
- e. SF Banking Attorney Association, Speaker, “How a Class Action Notice Can Make or Break your Client’s Settlement,” San Francisco, CA May 2015.
- f. Perrin Class Action Conference, Faculty Panelist, “Being Media Relevant, What it Means and Why It Matters – The Social Media Evolution: Trends Challenges and Opportunities,” Chicago, IL May 2015

- g. Bridgeport Continuing Ed. Faculty Panelist, “Media Relevant in the Class Notice Context,” April 2014.
- h. CASD 5<sup>th</sup> Annual Speaker, “The Impact of Social Media on Class Action Notice.” Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, September 2012.
- i. Law Seminars International, Speaker, “Class Action Notice: Rules and Statutes Governing FRCP (b)(3) Best Practicable... What constitutes a best practicable notice? What practitioners and courts should expect in the new era of online and social media.” Chicago, IL, October 2011.
- j. CLE International, Faculty Panelist, Building a Workable Settlement Structure, CLE International, San Francisco, California May, 2011.
- k. Consumer Attorneys of San Diego (CASD), Faculty Panelist, “21st Century Class Notice and Outreach,” 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2010.
- l. Consumer Attorneys of San Diego (CASD), Faculty Panelist, “The Future of Notice,” 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2009.
- m. American Bar Association, Speaker, 2008 Annual Meeting, “Practical Advice for Class Action Settlements: The Future of Notice in the United States and Internationally – Meeting the Best Practicable Standard.”
- n. American Bar Association, Section of Business Law Business and Corporate Litigation Committee – Class and Derivative Actions Subcommittee, New York, NY, August 2008.
- o. Faculty Panelist, Women Lawyers Association of Los Angeles (WLALA) CLE Presentation, “The Anatomy of a Class Action.” Los Angeles, CA, February 2008.
- p. Faculty Panelist, Practising Law Institute (PLI) CLE Presentation, 11th Annual Consumer Financial Services Litigation. Presentation: Class Action Settlement Structures -- “Evolving Notice Standards in the Internet Age.” New York/Boston (simulcast) March, 2006; Chicago, April, 2006; and San Francisco, May 2006.
- q. Expert Panelist, U.S. Consumer Product Safety Commission. I was the only legal notice expert invited to participate as an expert to the Consumer Product Safety Commission to discuss ways in which the CPSC could enhance and measure the recall process. As an expert panelist, I discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda, MD, September 2003.
- r. Expert Speaker, American Bar Association. Presentation: “How to Bullet-Proof Notice Programs and What Communication Barriers Present Due Process Concerns in Legal Notice,” ABA Litigation Section Committee on Class Actions & Derivative Suits, Chicago, August 6, 2001.

13. I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, under the laws of the United States of America, that the foregoing is true and correct.

Declaration of Jeanne C. Finegan, APR

Executed: September 1, 2022, in Tigard, Oregon.

  
Jeanne C. Finegan

# Exhibit A

## JEANNE C. FINEGAN, APR



Jeanne Finegan, APR, is the Managing Director and Head of Kroll Notice Media. She is a member of the Board of Directors for the prestigious Alliance for Audited Media (AAM) and was named by *Diversity Journal* as one of the “Top 100 Women Worth Watching.” She is a distinguished legal notice and communications expert with more than 30 years of communications and advertising experience.

She was a lead contributing author for Duke University's School of Law, "*Guidelines and Best Practices Implementing Amendments to Rule 23 Class Action Settlement Provisions.*" And more recently, she has been involved with New York School of Law and The Center on Civil Justice (CCJ) assisting with a class action settlement data analysis and comparative visualization tool called the *Aggregate Litigation Project*, designed to help judges make decisions in aggregate cases on the basis of data as opposed to anecdotal information. Moreover, her experience also includes working with the Special Settlement Administrator's team to assist with the outreach strategy for the historic Auto Airbag Settlement, In re: *Takata Airbag Products Liability Litigation* MDL 2599.

During her tenure, she has planned and implemented over 1,000 high-profile, complex legal notice communication programs. She is a recognized notice expert in both the United States and in Canada, with extensive international notice experience spanning more than 170 countries and over 40 languages.

Ms. Finegan has lectured, published and has been cited extensively on various aspects of legal noticing, product recall and crisis communications. She has served the Consumer Product Safety Commission (CPSC) as an expert to determine ways in which the Commission can increase the effectiveness of its product recall campaigns. Further, she has planned and implemented large-scale government enforcement notice programs for the Federal Trade Commission (FTC) and the Securities and Exchange Commission (SEC).

Ms. Finegan is accredited in Public Relations (APR) by the Universal Accreditation Board, which is a program administered by the Public Relations Society of America (PRSA), and is also a recognized member of the Canadian Public Relations Society (CPRS). She has served on examination panels for APR candidates and worked *pro bono* as a judge for prestigious PRSA awards.

Ms. Finegan has provided expert testimony before Congress on issues of notice, and expert testimony in both state and federal courts regarding notification campaigns. She has conducted numerous media audits of proposed notice programs to assess the adequacy of those programs under Fed R. Civ. P. 23(c)(2) and similar state class action statutes.

She was an early pioneer of plain language in notice (as noted in a RAND study,<sup>1</sup>) and continues to set the standard for modern outreach as the first notice expert to integrate social and mobile media into court approved legal notice programs.

In the course of her class action experience, courts have recognized the merits of, and admitted expert testimony based on, her scientific evaluation of the effectiveness of notice plans. She has designed legal notices for a wide range of class actions and consumer matters that include product liability, construction defect, antitrust, medical/pharmaceutical, human rights, civil rights, telecommunication, media, environment, government enforcement actions, securities, banking, insurance, mass tort, restructuring and product recall.

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<sup>1</sup> Deborah R. Hensler et al., CLASS ACTION DILEMAS, PURSUING PUBLIC GOALS FOR PRIVATE GAIN. RAND (2000).



### JUDICIAL COMMENTS AND LEGAL NOTICE CASES

In evaluating the adequacy and effectiveness of Ms. Finegan's notice campaigns, courts have repeatedly recognized her excellent work. The following excerpts provide some examples of such judicial approval.

***In re Purdue Pharma L.P.***, No. 19-23649 (Bankr. S.D.N.Y. 2019). Omnibus Hearing, Motion Pursuant to 11 U.S.C. §§ 105(a) and 501 and Fed. R. Bankr. P. 2002 and 3003(c)(3) for Entry of an Order (I) Extending the General Bar Date for a Limited Period and (II) Approving the Form and Manner of Notice Thereof, June 3, 2020, transcript p. 88:10, the Honorable Robert Drain stated:

*"The notice here is indeed extraordinary, as was detailed on page 8 of Ms. Finegan's declaration in support of the original bar date motion and then in her supplemental declaration from May 20th in support of the current motion, the notice is not only in print media, but extensive television and radio notice, community outreach, -- and I think this is perhaps going to be more of a trend, but it's a major element of the notice here -- online, social media, out of home, i.e. billboards, and earned media, including bloggers and creative messaging. That with a combined with a simplified proof of claims form and the ability to file a claim or first, get more information about filing a claim online -- there was a specific claims website -- and to file a claim either online or by mail. Based on Ms. Finegan's supplemental declaration, it appears clear to me that that process of providing notice has been quite successful in its goal in ultimately reaching roughly 95 percent of all adults in the United States over the age of 18 with an average frequency of message exposure of six times, as well as over 80 percent of all adults in Canada with an average message exposure of over three times."*

***In Re: PG&E Corporation*** Case No. 19-30088 Bankr. (N.D. Cal. 2019). Hearing Establishing, Deadline for Filing Proofs of Claim, (II) establishing the Form and Manner of Notice Thereof, and (III) Approving Procedures for Providing Notice of Bar Date and Other Information to all Creditors and Potential Creditors PG&E. June 26, 2019, Transcript of Hearing p. 21:1, the Honorable Dennis Montali stated:

*...the technology and the thought that goes into all these plans is almost incomprehensible. He further stated, p. 201:20 ... Ms. Finegan has really impressed me today...*

***Yahoo! Inc. Customer Data Security Breach Litigation***, Case No. 5:16-MD-02752 (ND Cal 2016). In the Order Preliminary Approval, dated July 20, 2019, the Honorable Lucy Kho stated, para 21,

*"The Court finds that the Approved Notices and Notice Plan set forth in the Amended Settlement Agreement satisfy the requirements of due process and Federal Rule of Civil Procedure 23 and provide the best notice practicable under the circumstances."*

***Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation***, Case No. 19-MD-2887 (U.S. District Court, District Kansas 2021). In the Preliminary Approval Transcript, February 2, 2021 p. 28-29, the Honorable Julie A. Robinson stated:

*"I was very impressed in reading the notice plan and very educational, frankly to me, understanding the communication, media platforms, technology, all of that continues to evolve rapidly and the ability to not only target consumers, but to target people that could rightfully receive notice continues to improve all the time."*

***In re: The Bank of New York Mellon ADR FX Litigation***, 16-CV-00212-JPO-JLC (S.D.N.Y. 2019). In the Final Order and Judgement, dated June 17, 2019, para 5, the Honorable J. Paul Oetkin stated:

*"The dissemination of notice constituted the best notice practicable under the circumstances."*

***Simerlein et al., v. Toyota Motor Corporation***, Case No. 3:17-cv-01091-VAB (District of CT 2019). In the Ruling and Order on Motion for Preliminary Approval, dated January 14, 2019, p. 30, the Honorable Victor Bolden stated:

*"In finding that notice is sufficient to meet both the requirements of Rule 23(c) and due process, the Court has reviewed and appreciated the high-quality submission of proposed Settlement Notice Administrator Jeanne C. Finegan. See Declaration of Jeanne C. Finegan, APR, Ex. G to Agrmt., ECF No. 85-8."*



**Fitzhenry- Russell et al., v. Keurig Dr. Pepper Inc.**, Case No. :17-cv-00564-NC, (ND Cal). In the Order Granting Final Approval of Class Action Settlement, Dated April 10, 2019, the Honorable Nathanael Cousins stated:

*“...the reaction of class members to the proposed Settlement is positive. The parties anticipated that 100,000 claims would be filed under the Settlement (see Dkt. No. 327-5 ¶ 36)—91,254 claims were actually filed (see Finegan Decl ¶ 4). The 4% claim rate was reasonable in light of Heffler’s efforts to ensure that notice was adequately provided to the Class.”*

**Pettit et al., v. Procter & Gamble Co.**, Case No. 15-cv-02150-RS ND Cal. In the Order Granting Final Approval of the Class Action Settlement and Judgement, Dated March 28, 2019, p. 6, the Honorable Richard Seeborg stated:

*“The Court finds that the Notice Plan set forth in the Settlement Agreement, and effectuated pursuant to the Preliminary Approval Order, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Settlement Class. ...the number of claims received equates to a claims rate of 4.6%, which exceeds the rate in comparable settlements.”*

**Carter v Forjas Taurus S.S., Taurus International Manufacturing, Inc.**, Case No. 1:13-CV-24583 PAS (S.D. Fl. 2016). In her Final Order and Judgment Granting Plaintiffs Motion for Final Approval of Class Action Settlement, the Honorable Patricia Seitz stated:

*“The Court considered the extensive experience of Jeanne C. Finegan and the notice program she developed. ...There is no national firearms registry and Taurus sale records do not provide names and addresses of the ultimate purchasers... Thus the form and method used for notifying Class Members of the terms of the Settlement was the best notice practicable. ...The court-approved notice plan used peer-accepted national research to identify the optimal traditional, online, mobile and social media platforms to reach the Settlement Class Members.”*

Additionally, in January 20, 2016, Transcript of Class Notice Hearing, p. 5 Judge Seitz, noted:

*“I would like to compliment Ms. Finegan and her company because I was quite impressed with the scope and the effort of communicating with the Class.”*

**Cook et. al., v. Rockwell International Corp. and the Dow Chemical Co.**, No. 90-cv-00181- KLK (D.Colo. 2017)., aka, Rocky Flats Nuclear Weapons Plant Contamination. In the Order Granting Final Approval, dated April 28, 2017, p.3, the Honorable John L. Kane said:

*The Court-approved Notice Plan, which was successfully implemented by [HF Media- emphasis added] (see Doc. 2432), constituted the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice Plan that was implemented, as set forth in Declaration of Jeanne C. Finegan, APR Concerning Implementation and Adequacy of Class Member Notification (Doc. 2432), provided for individual notice to all members of the Class whose identities and addresses were identified through reasonable efforts, ... and a comprehensive national publication notice program that included, inter alia, print, television, radio and internet banner advertisements. ...Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, the Court finds that the Notice Plan provided the best notice practicable to the Class.*

**In re: Domestic Drywall Antitrust Litigation**, MDL. No. 2437, in the U.S. District Court for the Eastern District of Pennsylvania. For each of the four settlements, Finegan implemented and extensive outreach effort including traditional, online, social, mobile and advanced television and online video. In the Order Granting Preliminary Approval to the IPP Settlement, Judge Michael M. Baylson stated:

*“The Court finds that the dissemination of the Notice and summary Notice constitutes the best notice practicable under the circumstances; is valid, due, and sufficient notice to all persons... and complies fully with the requirements of the Federal rule of Civil Procedure.”*



**Warner v. Toyota Motor Sales, U.S.A. Inc., Case No 2:15-cv-02171-FMO FFMx (C.D. Cal. 2017).** In the Order Re: Final Approval of Class Action Settlement; Approval of Attorney's Fees, Costs & Service Awards, dated May 21, 2017, the Honorable Fernando M. Olguin stated:

*Finegan, the court-appointed settlement notice administrator, has implemented the multiprong notice program. ...the court finds that the class notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, the class members' right to exclude themselves from the action, and their right to object to the proposed settlement. (See Dkt. 98, PAO at 25-28).*

**Michael Allagas, et al., v. BP Solar International, Inc., et al., BP Solar Panel Settlement,** Case No. 3:14-cv-00560- SI (N.D. Cal., San Francisco Div. 2016). In the Order Granting Final Approval, Dated December 22, 2016, The Honorable Susan Illston stated:

*Class Notice was reasonable and constituted due, adequate and sufficient notice to all persons entitled to be provided with notice; and d. fully satisfied 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 this Court, and any other applicable law.*

**Foster v. L-3 Communications EOTech, Inc. et al (6:15-cv-03519),** Missouri Western District Court.

*In the Court's Final Order, dated July 7, 2017, The Honorable Judge Brian Wimes stated: "The Court has determined that the Notice given to the Settlement Class fully and accurately informed members of the Settlement Class of all material elements of the Settlement and constituted the best notice practicable."*

**In re: Skechers Toning Shoes Products Liability Litigation,** No. 3:11-MD-2308-TBR (W.D. Ky. 2012). In his Final Order and Judgment granting the Motion for Preliminary Approval of Settlement, the Honorable Thomas B. Russell stated:

*... The comprehensive nature of the class notice leaves little doubt that, upon receipt, class members will be able to make an informed and intelligent decision about participating in the settlement.*

**Brody v. Merck & Co., Inc., et al,** No. 3:12-cv-04774-PGS-DEA (N.J.) (Jt Hearing for Prelim App, Sept. 27, 2012, transcript page 34). During the Hearing on Joint Application for Preliminary Approval of Class Action, the Honorable Peter G. Sheridan acknowledged Ms. Finegan's work, noting:

*Ms. Finegan did a great job in testifying as to what the class administrator will do. So, I'm certain that all the class members or as many that can be found, will be given some very adequate notice in which they can perfect their claim.*

**Quinn v. Walgreen Co., Wal-Mart Stores Inc.,** 7:12 CV-8187-VB (NYSJ) (Jt Hearing for Final App, March. 5, 2015, transcript page 40-41). During the Hearing on Final Approval of Class Action, the Honorable Vincent L. Briccetti stated:

*"The notice plan was the best practicable under the circumstances. ... [and] "the proof is in the pudding. This settlement has resulted in more than 45,000 claims which is 10,000 more than the Pearson case and more than 40,000 more than in a glucosamine case pending in the Southern District of California I've been advised about. So the notice has reached a lot of people and a lot of people have made claims."*

**In Re: TracFone Unlimited Service Plan Litigation,** No. C-13-3440 EMC (ND Ca). In the Final Order and Judgment Granting Class Settlement, July 2, 2015, the Honorable Edward M. Chen noted:

*"...[D]epending on the extent of the overlap between those class members who will automatically receive a payment and those who filed claims, the total claims rate is estimated to be approximately 25-30%. This is an excellent result..."*



**In Re: Blue Buffalo Company, Ltd., Marketing and Sales Practices Litigation**, Case No. 4:14-MD-2562 RWS (E.D. Mo. 2015), (Hearing for Final Approval, May 19, 2016 transcript p. 49). During the Hearing for Final Approval, the Honorable Rodney Sippel said:

*It is my finding that notice was sufficiently provided to class members in the manner directed in my preliminary approval order and that notice met all applicable requirements of due process and any other applicable law and considerations.*

**DeHoyos, et al., v. Allstate Ins. Co.**, No. SA-01-CA-1010 (W.D.Tx. 2001). In the Amended Final Order and Judgment Approving Class Action Settlement, the Honorable Fred Biery stated:

*[T]he undisputed evidence shows the notice program in this case was developed and implemented by a nationally recognized expert in class action notice programs. ... This program was vigorous and specifically structured to reach the African American and Hispanic class members. Additionally, the program was based on a scientific methodology which is used throughout the advertising industry and which has been routinely embraced routinely [sic] by the Courts. Specifically, in order to reach the identified targets directly and efficiently, the notice program utilized a multi-layered approach which included national magazines; magazines specifically appropriate to the targeted audiences; and newspapers in both English and Spanish.*

**In Re: Reebok Easytone Litigation**, No. 10-CV-11977 (D. MA. 2011). The Honorable F. Dennis Saylor IV stated in the Final Approval Order:

*The Court finds that the dissemination of the Class Notice, the publication of the Summary Settlement Notice, the establishment of a website containing settlement-related materials, the establishment of a toll-free telephone number, and all other notice methods set forth in the Settlement Agreement and [Ms. Finegan's] Declaration and the notice dissemination methodology implemented pursuant to the Settlement Agreement and this Court's Preliminary Approval Order... constituted the best practicable notice to Class Members under the circumstances of the Actions.*

**Bezdek v. Vibram USA and Vibram FiveFingers LLC**, No 12-10513 (D. MA) The Honorable Douglas P. Woodlock stated in the Final Memorandum and Order:

*...[O]n independent review I find that the notice program was robust, particularly in its online presence, and implemented as directed in my Order authorizing notice. ...I find that notice was given to the Settlement class members by the best means "practicable under the circumstances." Fed.R.Civ.P. 23(c)(2).*

**Gemelas v. The Dannon Company Inc.**, No. 08-cv-00236-DAP (N.D. Ohio). In granting final approval for the settlement, the Honorable Dan A. Polster stated:

*In accordance with the Court's Preliminary Approval Order and the Court-approved notice program, [Ms. Finegan] caused the Class Notice to be distributed on a nationwide basis in magazines and newspapers (with circulation numbers exceeding 81 million) specifically chosen to reach Class Members. ... The distribution of Class Notice constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. 1715, and any other applicable law.*

**Pashmova v. New Balance Athletic Shoes, Inc.**, 1:11-cv-10001-LTS (D. Mass.). The Honorable Leo T. Sorokin stated in the Final Approval Order:

*The Class Notice, the Summary Settlement Notice, the web site, and all other notices in the Settlement Agreement and the Declaration of [Ms Finegan], and the notice methodology implemented pursuant to the Settlement Agreement: (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated to apprise Class Members of the pendency of the Actions, the terms of the Settlement and their rights under the settlement ... met all applicable requirements of law, including, but not limited to, the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and the Due Process Clause(s) of the United States Constitution, as well as complied with the Federal Judicial Center's illustrative class action notices.*



**Hartless v. Clorox Company**, No. 06-CV-2705 (CAB) (S.D.Cal.). In the Final Order Approving Settlement, the Honorable Cathy N. Bencivengo found:

*The Class Notice advised Class members of the terms of the settlement; the Final Approval Hearing and their right to appear at such hearing; their rights to remain in or opt out of the Class and to object to the settlement; the procedures for exercising such rights; and the binding effect of this Judgment, whether favorable or unfavorable, to the Class. The distribution of the notice to the Class constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. §1715, and any other applicable law.*

**McDonough et al., v. Toys 'R' Us et al**, No. 09:-cv-06151-AB (E.D. Pa.). In the Final Order and Judgment Approving Settlement, the Honorable Anita Brody stated:

*The Court finds that the Notice provided constituted the best notice practicable under the circumstances and constituted valid, due and sufficient notice to all persons entitled thereto.*

**In re: Pre-Filled Propane Tank Marketing & Sales Practices Litigation**, No. 4:09-md-02086-GAF (W.D. Mo.) In granting final approval to the settlement, the Honorable Gary A. Fenner stated:

*The notice program included individual notice to class members who could be identified by Ferrellgas, publication notices, and notices affixed to Blue Rhino propane tank cylinders sold by Ferrellgas through various retailers. ... The Court finds the notice program fully complied with Federal Rule of Civil Procedure 23 and the requirements of due process and provided to the Class the best notice practicable under the circumstances.*

**Stern v. AT&T Mobility Wireless**, No. 09-cv-1112 CAS-AGR (C.D.Cal. 2009). In the Final Approval Order, the Honorable Christina A. Snyder stated:

*[T]he Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.*

**In re: Processed Egg Prods. Antitrust Litig.**, MDL No. 08-md-02002 (E.D.P.A.). In the Order Granting Final Approval of Settlement, Judge Gene E.K. Pratter stated:

*The Notice appropriately detailed the nature of the action, the Class claims, the definition of the Class and Subclasses, the terms of the proposed settlement agreement, and the class members' right to object or request exclusion from the settlement and the timing and manner for doing so.... Accordingly, the Court determines that the notice provided to the putative Class Members constitutes adequate notice in satisfaction of the demands of Rule 23.*

**In re Polyurethane Foam Antitrust Litigation**, 10- MD-2196 (N.D. OH). In the Order Granting Final Approval of Voluntary Dismissal and Settlement of Defendant Domfoam and Others, the Honorable Jack Zouhary stated:

*The notice program included individual notice to members of the Class who could be identified through reasonable effort, as well as extensive publication of a summary notice. The Notice constituted the most effective and best notice practicable under the circumstances of the Settlement Agreements, and constituted due and sufficient notice for all other purposes to all persons and entities entitled to receive notice.*

**Rojas v Career Education Corporation**, No. 10-cv-05260 (N.D.E.D. IL) In the Final Approval Order dated October 25, 2012, the Honorable Virginia M. Kendall stated:

*The Court Approved notice to the Settlement Class as the best notice practicable under the circumstance including individual notice via U.S. Mail and by email to the class members whose addresses were obtained from each Class Member's wireless carrier or from a commercially reasonable reverse cell phone number look-up service, nationwide magazine publication, website publication, targeted on-line advertising, and a press release. Notice has been successfully implemented and satisfies the requirements of the Federal Rule of Civil Procedure 23 and Due Process.*



**Golloher v Todd Christopher International, Inc. DBA Vogue International (Organix)**, No. C 1206002 N.D. CA. In the Final Order and Judgment Approving Settlement, the Honorable Richard Seeborg stated:  
*The distribution of the notice to the Class constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. §1715, and any other applicable law.*

**Stefanyshyn v. Consolidated Industries**, No. 79 D 01-9712-CT-59 (Tippecanoe County Sup. Ct., Ind.). In the Order Granting Final Approval of Settlement, Judge Randy Williams stated:  
*The long and short form notices provided a neutral, informative, and clear explanation of the Settlement. ... The proposed notice program was properly designed, recommended, and implemented ... and constitutes the "best practicable" notice of the proposed Settlement. The form and content of the notice program satisfied all applicable legal requirements. ... The comprehensive class notice educated Settlement Class members about the defects in Consolidated furnaces and warned them that the continued use of their furnaces created a risk of fire and/or carbon monoxide. This alone provided substantial value.*

**McGee v. Continental Tire North America, Inc. et al**, No. 06-6234-(GEB) (D.N.J.).

*The Class Notice, the Summary Settlement Notice, the web site, the toll-free telephone number, and all other notices in the Agreement, and the notice methodology implemented pursuant to the Agreement: (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated to apprise Class Members of the pendency of the Action, the terms of the settlement and their rights under the settlement, including, but not limited to, their right to object to or exclude themselves from the proposed settlement and to appear at the Fairness Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notification; and (d) met all applicable requirements of law, including, but not limited to, the Federal Rules of Civil Procedure, 20 U.S.C. Sec. 1715, and the Due Process Clause(s) of the United States Constitution, as well as complied with the Federal Judicial Center's illustrative class action notices.*

**Varacallo, et al. v. Massachusetts Mutual Life Insurance Company, et al.**, No. 04-2702 (JLL) (D.N.J.). The Court stated that:

*[A]ll of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices. ... By working with a nationally syndicated media research firm, [Finegan's firm] was able to define a target audience for the MassMutual Class Members, which provided a valid basis for determining the magazine and newspaper preferences of the Class Members. (Preliminary Approval Order at p. 9). ... The Court agrees with Class Counsel that this was more than adequate. (Id. at § 5.2).*

**In Re: Nortel Network Corp., Sec. Litig.**, No. 01-CV-1855 (RMB) Master File No. 05 MD 1659 (LAP) (S.D.N.Y.). Ms. Finegan designed and implemented the extensive United States and Canadian notice programs in this case. The Canadian program was published in both French and English, and targeted virtually all investors of stock in Canada. See [www.nortelsecuritieslitigation.com](http://www.nortelsecuritieslitigation.com). Of the U.S. notice program, the Honorable Loretta A. Preska stated:

*The form and method of notifying the U.S. Global Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement ... constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.*

Regarding the B.C. Canadian Notice effort: *Jeffrey v. Nortel Networks*, [2007] BCSC 69 at para. 50, the Honourable Mr. Justice Groberman said:

*The efforts to give notice to potential class members in this case have been thorough. There has been a broad media campaign to publicize the proposed settlement and the court processes. There has also been a direct mail campaign directed at probable investors. I am advised that over 1.2 million claim packages were mailed to persons around the world. In addition, packages*



have been available through the worldwide web site [nortelsecuritieslitigation.com](http://nortelsecuritieslitigation.com) on the Internet. Toll-free telephone lines have been set up, and it appears that class counsel and the Claims Administrator have received innumerable calls from potential class members. In short, all reasonable efforts have been made to ensure that potential members of the class have had notice of the proposal and a reasonable opportunity was provided for class members to register their objections, or seek exclusion from the settlement.

**Mayo v. Walmart Stores and Sam's Club**, No. 5:06 CV-93-R (W.D.Ky.). In the Order Granting Final Approval of Settlement, Judge Thomas B. Russell stated:

*According to defendants' database, the Notice was estimated to have reached over 90% of the Settlement Class Members through direct mail. The Settlement Administrator ... has classified the parties' database as 'one of the most reliable and comprehensive databases [she] has worked with for the purposes of legal notice.'... The Court thus reaffirms its findings and conclusions in the Preliminary Approval Order that the form of the Notice and manner of giving notice satisfy the requirements of Fed. R. Civ. P. 23 and affords due process to the Settlement Class Members.*

**Fishbein v. All Market Inc.**, (d/b/a Vita Coco) No. 11-cv-05580 (S.D.N.Y.). In granting final approval of the settlement, the Honorable J. Paul Oetken stated:

*"The Court finds that the dissemination of Class Notice pursuant to the Notice Program...constituted the best practicable notice to Settlement Class Members under the circumstances of this Litigation ... and was reasonable and constituted due, adequate and sufficient notice to all persons entitled to such notice, and fully satisfied the requirements of the Federal Rules of Civil Procedure, including Rules 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the Rules of this Court, and any other applicable laws."*

**Lucas, et al. v. Kmart Corp.**, No. 99-cv-01923 (D.Colo.), wherein the Court recognized Jeanne Finegan as an expert in the design of notice programs, and stated:

*The Court finds that the efforts of the parties and the proposed Claims Administrator in this respect go above and beyond the "reasonable efforts" required for identifying individual class members under F.R.C.P. 23(c)(2)(B).*

**In Re: Johns-Manville Corp. (Statutory Direct Action Settlement, Common Law Direct Action and Hawaii Settlement)**, No 82-11656, 57, 660, 661, 665-73, 75 and 76 (BRL) (Bankr. S.D.N.Y.). The nearly half-billion dollar settlement incorporated three separate notification programs, which targeted all persons who had asbestos claims whether asserted or unasserted, against the Travelers Indemnity Company. In the Findings of Fact and Conclusions of a Clarifying Order Approving the Settlements, slip op. at 47-48 (Aug. 17, 2004), the Honorable Burton R. Lifland, Chief Justice, stated:

*As demonstrated by Findings of Fact (citation omitted), the Statutory Direct Action Settlement notice program was reasonably calculated under all circumstances to apprise the affected individuals of the proceedings and actions taken involving their interests, Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950), such program did apprise the overwhelming majority of potentially affected claimants and far exceeded the minimum notice required. . . The results simply speak for themselves.*

**Pigford v. Glickman and U.S. Department of Agriculture**, No. 97-1978. 98-1693 (PLF) (D.D.C.).

This matter was the largest civil rights case to settle in the United States in over 40 years. The highly publicized, nationwide paid media program was designed to alert all present and past African-American farmers of the opportunity to recover monetary damages against the U.S. Department of Agriculture for alleged loan discrimination. In his Opinion, the Honorable Paul L. Friedman commended the parties with respect to the notice program, stating;

*The parties also exerted extraordinary efforts to reach class members through a massive advertising campaign in general and African American targeted publications and television*



stations. . . The Court concludes that class members have received more than adequate notice and have had sufficient opportunity to be heard on the fairness of the proposed Consent Decree.

**In Re: Louisiana-Pacific Inner-Seal Siding Litig.**, Nos. 879-JE, and 1453-JE (D.Or.). Under the terms of the Settlement, three separate notice programs were to be implemented at three-year intervals over a period of six years. In the first notice campaign, Ms. Finegan implemented the print advertising and Internet components of the Notice program. In approving the legal notice communication plan, the Honorable Robert E. Jones stated:

*The notice given to the members of the Class fully and accurately informed the Class members of all material elements of the settlement...[through] a broad and extensive multi-media notice campaign.*

Additionally, with regard to the third-year notice program for Louisiana-Pacific, the Honorable Richard Unis, Special Master, commented that the notice was:

*...well formulated to conform to the definition set by the court as adequate and reasonable notice. Indeed, I believe the record should also reflect the Court's appreciation to Ms. Finegan for all the work she's done, ensuring that noticing was done correctly and professionally, while paying careful attention to overall costs. Her understanding of various notice requirements under Fed. R. Civ. P. 23, helped to insure that the notice given in this case was consistent with the highest standards of compliance with Rule 23(d)(2).*

**In Re: Expedia Hotel Taxes and Fees Litigation**, No. 05-2-02060-1 (SEA) (Sup. Ct. of Wash. in and for King County). In the Order Granting Final Approval of Class Action Settlement, Judge Monica Benton stated:

*The Notice of the Settlement given to the Class ... was the best notice practicable under the circumstances. All of these forms of Notice directed Class Members to a Settlement Website providing key Settlement documents including instructions on how Class Members could exclude themselves from the Class, and how they could object to or comment upon the Settlement. The Notice provided due and adequate notice of these proceeding and of the matters set forth in the Agreement to all persons entitled to such notice, and said notice fully satisfied the requirements of CR 23 and due process.*

**Thomas A. Foster and Linda E. Foster v. ABTco Siding Litigation**, No. 95-151-M (Cir. Ct., Choctaw County, Ala.). This litigation focused on past and present owners of structures sided with Abitibi-Price siding. The notice program that Ms. Finegan designed and implemented was national in scope and received the following praise from the Honorable J. Lee McPhearson:

*The Court finds that the Notice Program conducted by the Parties provided individual notice to all known Class Members and all Class Members who could be identified through reasonable efforts and constitutes the best notice practicable under the circumstances of this Action. This finding is based on the overwhelming evidence of the adequacy of the notice program. ... The media campaign involved broad national notice through television and print media, regional and local newspapers, and the Internet (see id. ¶¶9-11) The result: over 90 percent of Abitibi and ABTco owners are estimated to have been reached by the direct media and direct mail campaign.*

**Wilson v. Massachusetts Mut. Life Ins. Co.**, No. D-101-CV 98-02814 (First Judicial Dist. Ct., County of Santa Fe, N.M.). This was a nationwide notification program that included all persons in the United States who owned, or had owned, a life or disability insurance policy with Massachusetts Mutual Life Insurance Company and had paid additional charges when paying their premium on an installment basis. The class was estimated to exceed 1.6 million individuals. [www.insuranceclassclaims.com](http://www.insuranceclassclaims.com). In granting preliminary approval to the settlement, the Honorable Art Encinias found:

*[T]he Notice Plan [is] the best practicable notice that is reasonably calculated, under the circumstances of the action. ...[and] meets or exceeds all applicable requirements of the law, including Rule 1-023(C)(2) and (3) and 1-023(E), NMRA 2001, and the requirements of federal and/or state constitutional due process and any other applicable law.*



**Sparks v. AT&T Corp.**, No. 96-LM-983 (Third Judicial Cir., Madison County, Ill.). The litigation concerned all persons in the United States who leased certain AT&T telephones during the 1980's. Ms. Finegan designed and implemented a nationwide media program designed to target all persons who may have leased telephones during this time period, a class that included a large percentage of the entire population of the United States. In granting final approval to the settlement, the Court found:

*The Court further finds that the notice of the proposed settlement was sufficient and furnished Class Members with the information they needed to evaluate whether to participate in or opt out of the proposed settlement. The Court therefore concludes that the notice of the proposed settlement met all requirements required by law, including all Constitutional requirements.*

**In Re: Georgia-Pacific Toxic Explosion Litig.**, No. 98 CVC05-3535 (Ct. of Common Pleas, Franklin County, Ohio). Ms. Finegan designed and implemented a regional notice program that included network affiliate television, radio and newspaper. The notice was designed to alert adults living near a Georgia-Pacific plant that they had been exposed to an air-born toxic plume and their rights under the terms of the class action settlement. In the Order and Judgment finally approving the settlement, the Honorable Jennifer L. Bunner stated:

*[N]otice of the settlement to the Class was the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The Court finds that such effort exceeded even reasonable effort and that the Notice complies with the requirements of Civ. R. 23(C).*

**In Re: American Cyanamid**, No. CV-97-0581-BH-M (S.D.AI.). The media program targeted Farmers who had purchased crop protection chemicals manufactured by American Cyanamid. In the Final Order and Judgment, the Honorable Charles R. Butler Jr. wrote:

*The Court finds that the form and method of notice used to notify the Temporary Settlement Class of the Settlement satisfied the requirements of Fed. R. Civ. P. 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all potential members of the Temporary Class Settlement.*

**In Re: First Alert Smoke Alarm Litig.**, No. CV-98-C-1546-W (UWC) (N.D.AI.). Ms. Finegan designed and implemented a nationwide legal notice and public information program. The public information program ran over a two-year period to inform those with smoke alarms of the performance characteristics between photoelectric and ionization detection. The media program included network and cable television, magazine and specialty trade publications. In the Findings and Order Preliminarily Certifying the Class for Settlement Purposes, Preliminarily Approving Class Settlement, Appointing Class Counsel, Directing Issuance of Notice to the Class, and Scheduling a Fairness Hearing, the Honorable C.W. Clemon wrote that the notice plan:

*...constitutes due, adequate and sufficient notice to all Class Members; and (v) meets or exceeds all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Alabama State Constitution, the Rules of the Court, and any other applicable law.*

**In Re: James Hardie Roofing Litig.**, No. 00-2-17945-65SEA (Sup. Ct. of Wash., King County). The nationwide legal notice program included advertising on television, in print and on the Internet. The program was designed to reach all persons who own any structure with JHBP roofing products. In the Final Order and Judgment, the Honorable Steven Scott stated:

*The notice program required by the Preliminary Order has been fully carried out... [and was] extensive. The notice provided fully and accurately informed the Class Members of all material elements of the proposed Settlement and their opportunity to participate in or be excluded from it; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with Civ. R. 23, the United States Constitution, due process, and other applicable law.*

**Barden v. Hurd Millwork Co. Inc., et al**, No. 2:6-cv-00046 (LA) (E.D.Wis.)



*"The Court approves, as to form and content, the notice plan and finds that such notice is the best practicable under the circumstances under Federal Rule of Civil Procedure 23(c)(2)(B) and constitutes notice in a reasonable manner under Rule 23(e)(1)."*

**Altieri v. Reebok**, No. 4:10-cv-11977 (FDS) (D.C.Mass.)

*"The Court finds that the notices ... constitute the best practicable notice...The Court further finds that all of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices."*

**Marenco v. Visa Inc.**, No. CV 10-08022 (DMG) (C.D.Cal.)

*"[T]he Court finds that the notice plan...meets the requirements of due process, California law, and other applicable precedent. The Court finds that the proposed notice program is designed to provide the Class with the best notice practicable, under the circumstances of this action, of the pendency of this litigation and of the proposed Settlement's terms, conditions, and procedures, and shall constitute due and sufficient notice to all persons entitled thereto under California law, the United States Constitution, and any other applicable law."*

**Palmer v. Sprint Solutions, Inc.**, No. 09-cv-01211 (JLR) (W.D.Wa.)

*"The means of notice were reasonable and constitute due, adequate, and sufficient notice to all persons entitled to be provide<sup>3d</sup> with notice."*

**In Re: Tyson Foods, Inc., Chicken Raised Without Antibiotics Consumer Litigation**, No. 1:08-md-01982 RDB (D. Md. N. Div.)

*"The notice, in form, method, and content, fully complied with the requirements of Rule 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled to notice of the settlement."*

**Sager v. Inamed Corp. and McGhan Medical Breast Implant Litigation**, No. 01043771 (Sup. Ct. Cal., County of Santa Barbara)

*"Notice provided was the best practicable under the circumstances."*

**Deke, et al. v. Cardservice Internat'l**, Case No. BC 271679, slip op. at 3 (Sup. Ct. Cal., County of Los Angeles)

*"The Class Notice satisfied the requirements of California Rules of Court 1856 and 1859 and due process and constituted the best notice practicable under the circumstances."*

**Levine, et al. v. Dr. Philip C. McGraw, et al.**, Case No. BC 312830 (Los Angeles County Super. Ct., Cal.)

*"[T]he plan for notice to the Settlement Class ... constitutes the best notice practicable under the circumstances and constituted due and sufficient notice to the members of the Settlement Class ... and satisfies the requirements of California law and federal due process of law."*

**In re: Canadian Air Cargo Shipping Class Actions**, Court File No. 50389CP, Ontario Superior Court of Justice, Supreme Court of British Columbia, Quebec Superior Court

*"I am satisfied the proposed form of notice meets the requirements of s. 17(6) of the CPA and the proposed method of notice is appropriate."*

**Fischer et al v. IG Investment Management, Ltd. et al**, Court File No. 06-CV-307599CP, Ontario Superior Court of Justice.

**In re: Vivendi Universal, S.A. Securities Litigation**, No. 02-cv-5571 (RJH)(HBP) (S.D.N.Y.).

**In re: Air Cargo Shipping Services Antitrust Litigation**, No. 06-MD-1775 (JG) (VV) (E.D.N.Y.).

**Berger, et al., v. Property ID Corporation, et al.**, No. CV 05-5373-GHK (CWx) (C.D.Cal.).



**Lozano v. AT&T Mobility Wireless**, No. 02-cv-0090 CAS (AJWx) (C.D.Cal.).

**Howard A. Engle, M.D., et al., v. R.J. Reynolds Tobacco Co., Philip Morris, Inc., Brown & Williamson Tobacco Corp.**, No. 94-08273 CA (22) (11<sup>th</sup> Judicial Dist. Ct. of Miami-Dade County, Fla.).

**In re: Royal Dutch/Shell Transport Securities Litigation**, No. 04 Civ. 374 (JAP) (Consolidated Cases) (D. N.J.).

**In re: Epson Cartridge Cases, Judicial Council Coordination Proceeding**, No. 4347 (Sup. Ct. of Cal., County of Los Angeles).

**UAW v. General Motors Corporation**, No: 05-73991 (E.D.MI).

**Wicon, Inc. v. Cardservice Intern'l, Inc.**, BC 320215 (Sup. Ct. of Cal., County of Los Angeles).

**In re: SmithKline Beecham Clinical Billing Litig.**, No. CV. No. 97-L-1230 (Third Judicial Cir., Madison County, Ill.).

Ms. Finegan designed and developed a national media and Internet site notification program in connection with the settlement of a nationwide class action concerning billings for clinical laboratory testing services.

**MacGregor v. Schering-Plough Corp.**, No. EC248041 (Sup. Ct. Cal., County of Los Angeles).

This nationwide notification program was designed to reach all persons who had purchased or used an aerosol inhaler manufactured by Schering-Plough. Because no mailing list was available, notice was accomplished entirely through the media program.

**In re: Swiss Banks Holocaust Victim Asset Litig.**, No. CV-96-4849 (E.D.N.Y.).

Ms. Finegan managed the design and implementation of the Internet site on this historic case. The site was developed in 21 native languages. It is a highly secure data gathering tool and information hub, central to the global outreach program of Holocaust survivors.  
[www.swissbankclaims.com](http://www.swissbankclaims.com).

**In re: Exxon Valdez Oil Spill Litig.**, No. A89-095-CV (HRH) (Consolidated) (D. Alaska).

Ms. Finegan designed and implemented two media campaigns to notify native Alaskan residents, trade workers, fisherman, and others impacted by the oil spill of the litigation and their rights under the settlement terms.

**In re: Johns-Manville Phenolic Foam Litig.**, No. CV 96-10069 (D. Mass).

The nationwide multi-media legal notice program was designed to reach all Persons who owned any structure, including an industrial building, commercial building, school, condominium, apartment house, home, garage or other type of structure located in the United States or its territories, in which Johns-Manville PFRI was installed, in whole or in part, on top of a metal roof deck.

**Bristow v Fleetwood Enters Litig.**, No Civ 00-0082-S-EJL (D. Id).

Ms. Finegan designed and implemented a legal notice campaign targeting present and former employees of Fleetwood Enterprises, Inc., or its subsidiaries who worked as hourly production workers at Fleetwood's housing, travel trailer, or motor home manufacturing plants. The comprehensive notice campaign included print, radio and television advertising.

**In re: New Orleans Tank Car Leakage Fire Litig.**, No 87-16374 (Civil Dist. Ct., Parish of Orleans, LA) (2000).

This case resulted in one of the largest settlements in U.S. history. This campaign consisted of a media relations and paid advertising program to notify individuals of their rights under the terms of the settlement.



***Garrja Spencer v. Shell Oil Co.***, No. CV 94-074(Dist. Ct., Harris County, Tex.).

The nationwide notification program was designed to reach individuals who owned real property or structures in the United States, which contained polybutylene plumbing with acetyl insert or metal insert fittings.

***In re: Hurd Millwork Heat Mirror™ Litig.***, No. CV-772488 (Sup. Ct. of Cal., County of Santa Clara).

This nationwide multi-media notice program was designed to reach class members with failed heat mirror seals on windows and doors, and alert them as to the actions that they needed to take to receive enhanced warranties or window and door replacement.

***Laborers Dist. Counsel of Alabama Health and Welfare Fund v. Clinical Lab. Servs., Inc.***, No. CV-97-C-629-W (N.D. Ala.)

Ms. Finegan designed and developed a national media and Internet site notification program in connection with the settlement of a nationwide class action concerning alleged billing discrepancies for clinical laboratory testing services.

***In re: StarLink Corn Prods. Liab. Litig.***, No. 01-C-1181 (N.D. Ill)

Ms. Finegan designed and implemented a nationwide notification program designed to alert potential class members of the terms of the settlement.

***In re: MCI Non-Subscriber Rate Payers Litig.***, MDL Docket No. 1275, 3:99-cv-01275 (S.D.Ill.).

The advertising and media notice program, found to be "more than adequate" by the Court, was designed with the understanding that the litigation affected all persons or entities who were customers of record for telephone lines presubscribed to MCI/World Com, and were charged the higher non-subscriber rates and surcharges for direct-dialed long distance calls placed on those lines. [www.rateclaims.com](http://www.rateclaims.com).

***In re: Albertson's Back Pay Litig.***, No. 97-0159-S-BLW (D.Id.).

Ms. Finegan designed and developed a secure Internet site, where claimants could seek case information confidentially.

***In re: Georgia Pacific Hardboard Siding Recovering Program***, No. CV-95-3330-RG (Cir. Ct., Mobile County, Ala.)

Ms. Finegan designed and implemented a multi-media legal notice program, which was designed to reach class members with failed G-P siding and alert them of the pending matter. Notice was provided through advertisements, which aired on national cable networks, magazines of nationwide distribution, local newspaper, press releases and trade magazines.

***In re: Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig.***, Nos. 1203, 99-20593.

Ms. Finegan worked as a consultant to the National Diet Drug Settlement Committee on notification issues. The resulting notice program was described and complimented at length in the Court's Memorandum and Pretrial Order 1415, approving the settlement.

Ms. Finegan designed the Notice programs for multiple state antitrust cases filed against the Microsoft Corporation. In those cases, it was generally alleged that Microsoft unlawfully used anticompetitive means to maintain a monopoly in markets for certain software, and that as a result, it overcharged consumers who licensed its MS-DOS, Windows, Word, Excel and Office software. The multiple legal notice programs designed by Jeanne Finegan and listed below targeted both individual users and business users of this software. The scientifically designed notice programs took into consideration both media usage habits and demographic characteristics of the targeted class members.

***In re: Florida Microsoft Antitrust Litig. Settlement***, No. 99-27340 CA 11 (11<sup>th</sup> Judicial Dist. Ct. of Miami-Dade County, Fla.).



***In re: Montana Microsoft Antitrust Litig. Settlement***, No. DCV 2000 219 (First Judicial Dist. Ct., Lewis & Clark Co., Mt.).

***In re: South Dakota Microsoft Antitrust Litig. Settlement***, No. 00-235(Sixth Judicial Cir., County of Hughes, S.D.).

***In re: Kansas Microsoft Antitrust Litig. Settlement***, No. 99C17089 Division No. 15 Consolidated Cases (Dist. Ct., Johnson County, Kan.)

*“The Class Notice provided was the best notice practicable under the circumstances and fully complied in all respects with the requirements of due process and of the Kansas State. Annot. §60-22.3.”*

***In re: North Carolina Microsoft Antitrust Litig. Settlement***, No. 00-CvS-4073 (Wake) 00-CvS-1246 (Lincoln) (General Court of Justice Sup. Ct., Wake and Lincoln Counties, N.C.).

***In re: ABS II Pipes Litig.***, No. 3126 (Sup. Ct. of Cal., Contra Costa County).

The Court approved regional notification program designed to alert those individuals who owned structures with the pipe that they were eligible to recover the cost of replacing the pipe.

***In re: Avenue A Inc. Internet Privacy Litig.***, No: C00-1964C (W.D. Wash.).

***In re: Lorazepam and Clorazepate Antitrust Litig.***, No. 1290 (TFH) (D.C.C.).

***In re: Providian Fin. Corp. ERISA Litig.***, No C-01-5027 (N.D. Cal.).

***In re: H & R Block., et al Tax Refund Litig.***, No. 97195023/CC4111 (MD Cir. Ct., Baltimore City).

***In re: American Premier Underwriters, Inc, U.S. Railroad Vest Corp.***, No. 06C01-9912 (Cir. Ct., Boone County, Ind.).

***In re: Sprint Corp. Optical Fiber Litig.***, No: 9907 CV 284 (Dist. Ct., Leavenworth County, Kan).

***In re: Shelter Mutual Ins. Co. Litig.***, No. CJ-2002-263 (Dist.Ct., Canadian County. Ok).

***In re: Conseco, Inc. Sec. Litig.***, No: IP-00-0585-C Y/S CA (S.D. Ind.).

***In re: Nat’l Treasury Employees Union, et al.***, 54 Fed. Cl. 791 (2002).

***In re: City of Miami Parking Litig.***, Nos. 99-21456 CA-10, 99-23765 – CA-10 (11<sup>th</sup> Judicial Dist. Ct. of Miami-Dade County, Fla.).

***In re: Prime Co. Incorporated D/B/A/ Prime Co. Personal Comm.***, No. L 1:01CV658 (E.D. Tx.).

***Alsea Veneer v. State of Oregon A.A.***, No. 88C-11289-88C-11300.



### **INTERNATIONAL EXPERIENCE**

*In re Purdue Pharma L.P., No. 19-23649* (Bankr. S.D.N.Y. 2019).

*Imerys Talc America, Inc.* No. 19-10289 Bankr. D.Del 20201

*Bell v. Canadian Imperial Bank of Commerce, et al, Court File No.: CV-08-359335* (Ontario Superior Court of Justice); (2016).

*In re: Canadian Air Cargo Shipping Class Actions* (Ontario Superior Court of Justice, Court File No. 50389CP, Supreme Court of British Columbia.

*In re: Canadian Air Cargo Shipping Class Actions* (Québec Superior Court).

*Fischer v. IG Investment Management LTD., No. 06-CV-307599CP* (Ontario Superior Court of Justice).

*In Re Nortel I & II Securities Litigation, Civil Action No. 01-CV-1855 (RMB), Master File No. 05 MD 1659 (LAP)* (S.D.N.Y. 2006).

*Frohlinger v. Nortel Networks Corporation et al., Court File No.: 02-CL-4605* (Ontario Superior Court of Justice).

*Association de Protection des Épargnants et Investisseurs du Québec v. Corporation Nortel Networks, No.: 500-06-0002316-017* (Superior Court of Québec).

*Jeffery v. Nortel Networks Corporation et al., Court File No.: S015159* (Supreme Court of British Columbia).

*Gallardi v. Nortel Networks Corporation, No. 05-CV-285606CP* (Ontario Superior Court).

*Skarstedt v. Corporation Nortel Networks, No. 500-06-000277-059* (Superior Court of Québec).

### **SEC ENFORCEMENT NOTICE PROGRAM EXPERIENCE**

*SEC v. Vivendi Universal, S.A., et al., Case No. 02 Civ. 5571 (RJH) (HBP)* (S.D.N.Y.).  
The Notice program included publication in 11 different countries and eight different languages.

*SEC v. Royal Dutch Petroleum Company, No.04-3359* (S.D. Tex.)

### **FEDERAL TRADE COMMISSION NOTICE PROGRAM EXPERIENCE**

*FTC v. TracFone Wireless, Inc., Case No. 15-cv-00392-EMC.*

*FTC v. Skechers U.S.A., Inc., No. 1:12-cv-01214-JG* (N.D. Ohio).

*FTC v. Reebok International Ltd., No. 11-cv-02046* (N.D. Ohio)

*FTC v. Chanery and RTC Research and Development LLC [Nutraquest], No :05-cv-03460* (D.N.J.)

### **BANKRUPTCY EXPERIENCE**



Ms. Finegan has designed and implemented hundreds of domestic and international bankruptcy notice programs. A sample case list includes the following:

**In Re: PG&E Corporation** Case No. 19-30088 Bankr. N.D. Cal. 2019). Hearing Establishing, Deadline for Filing Proofs of Claim, (II) establishing the Form and Manner of Notice Thereof, and (III) Approving Procedures for Providing Notice of Bar Date and Other Information to all Creditors and Potential Creditors PG&E. *June 26, 2019, Transcript of Hearing p. 21:1*, the Honorable Dennis Montali stated:  
*...the technology and the thought that goes into all these plans is almost incomprehensible. He further stated, p. 201:20 ... Ms. Finegan has really impressed me today...*

**Imerys Talc America, Inc.** No. 19-10289 Bankr. D.Del 20201.

**In re AMR Corporation [American Airlines], et al.**, No. 11-15463 (SHL) (Bankr. S.D.N.Y.)  
*"due and proper notice [was] provided, and ... no other or further notice need be provided."*

**In re Jackson Hewitt Tax Service Inc.**, et al., No 11-11587 (Bankr. D.Del.) (2011).  
The debtors sought to provide notice of their filing as well as the hearing to approve their disclosure statement and confirm their plan to a large group of current and former customers, many of whom current and viable addresses promised to be a difficult (if not impossible) and costly undertaking. The court approved a publication notice program designed and implemented by Finegan and the administrator, that included more than 350 local newspaper and television websites, two national online networks (24/7 Real Media, Inc. and Microsoft Media Network), a website notice linked to a press release and notice on eight major websites, including CNN and Yahoo. These online efforts supplemented the print publication and direct-mail notice provided to known claimants and their attorneys, as well as to the state attorneys general of all 50 states. The *Jackson Hewitt* notice program constituted one of the first large chapter 11 cases to incorporate online advertising.

**In re: Nutraquest Inc.**, No. 03-44147 (Bankr. D.N.J.)

**In re: General Motors Corp. et al**, No. 09-50026 (Bankr. S.D.N.Y.)  
This case is the 4<sup>th</sup> largest bankruptcy in U.S. history. Ms. Finegan and her team worked with General Motors restructuring attorneys to design and implement the legal notice program.

**In re: ACandS, Inc.**, No. 0212687 (Bankr. D.Del.) (2007)  
*"Adequate notice of the Motion and of the hearing on the Motion was given."*

**In re: United Airlines**, No. 02-B-48191 (Bankr. N.D Ill.)  
Ms. Finegan worked with United and its restructuring attorneys to design and implement global legal notice programs. The notice was published in 11 countries and translated into 6 languages. Ms. Finegan worked closely with legal counsel and UAL's advertising team to select the appropriate media and to negotiate the most favorable advertising rates. [www.pd-ual.com](http://www.pd-ual.com).

**In re: Enron**, No. 01-16034 (Bankr. S.D.N.Y.)  
Ms. Finegan worked with Enron and its restructuring attorneys to publish various legal notices.

**In re: Dow Corning**, No. 95-20512 (Bankr. E.D. Mich.)  
Ms. Finegan originally designed the information website. This Internet site is a major information hub that has various forms in 15 languages.

**In re: Harnischfeger Inds.**, No. 99-2171 (RJW) Jointly Administered (Bankr. D. Del.)  
Ms. Finegan designed and implemented 6 domestic and international notice programs for this case. The notice was translated into 14 different languages and published in 16 countries.

**In re: Keene Corp.**, No. 93B 46090 (SMB), (Bankr. E.D. MO.)



Ms. Finegan designed and implemented multiple domestic bankruptcy notice programs including notice on the plan of reorganization directed to all creditors and all Class 4 asbestos-related claimants and counsel.

***In re: Lamonts***, No. 00-00045 (Bankr. W.D. Wash.)

Ms. Finegan designed and implemented multiple bankruptcy notice programs.

***In re: Monet Group Holdings***, Nos. 00-1936 (MFW) (Bankr. D. Del.)

Ms. Finegan designed and implemented a bar date notice.

***In re: Laclede Steel Co.***, No. 98-53121-399 (Bankr. E.D. MO.)

Ms. Finegan designed and implemented multiple bankruptcy notice programs.

***In re: Columbia Gas Transmission Corp.***, No. 91-804 (Bankr. S.D.N.Y.)

Ms. Finegan developed multiple nationwide legal notice notification programs for this case.

***In re: U.S.H. Corp. of New York, et al.*** (Bankr. S.D.N.Y.)

Ms. Finegan designed and implemented a bar date advertising notification campaign.

***In re: Best Prods. Co., Inc.***, No. 96-35267-T, (Bankr. E.D. Va.)

Ms. Finegan implemented a national legal notice program that included multiple advertising campaigns for notice of sale, bar date, disclosure and plan confirmation.

***In re: Lodgian, Inc., et al.***, No. 16345 (BRL) Factory Card Outlet – 99-685 (JCA), 99-686 (JCA) (Bankr. S.D.N.Y.).

***In re: Internat'l Total Servs, Inc., et al.***, Nos. 01-21812, 01-21818, 01-21820, 01-21882, 01-21824, 01-21826, 01-21827 (CD) Under Case No: 01-21812 (Bankr. E.D.N.Y.).

***In re: Decora Inds., Inc. and Decora, Incorp.***, Nos. 00-4459 and 00-4460 (JJF) (Bankr. D. Del.).

***In re: Genesis Health Ventures, Inc., et al.***, No. 002692 (PJW) (Bankr. D. Del.).

***In re: Tel. Warehouse, Inc., et al.***, No. 00-2105 through 00-2110 (MFW) (Bankr. D. Del.).

***In re: United Cos. Fin. Corp., et al.***, No. 99-450 (MFW) through 99-461 (MFW) (Bankr. D. Del.).

***In re: Caldor, Inc. New York, The Caldor Corp., Caldor, Inc. CT, et al.***, No. 95-B44080 (JLG) (Bankr. S.D.N.Y.).

***In re: Physicians Health Corp., et al.***, No. 00-4482 (MFW) (Bankr. D. Del.).

***In re: GC Cos., et al.***, Nos. 00-3897 through 00-3927 (MFW) (Bankr. D. Del.).

***In re: Heilig-Meyers Co., et al.***, Nos. 00-34533 through 00-34538 (Bankr. E.D. Va.).

#### **MASS TORT EXPERIENCE AND PRODUCT RECALL**

***In Re: PG&E Corporation*** Case No. 19-30088 Bankr. N.D. Cal. 2019).

***In re Purdue Pharma L.P.***, No. 19-23649 (Bankr. S.D.N.Y. 2019).

***Imerys Talc America, Inc.*** No. 19-10289 Bankr. D.Del 2021.



**Reser's Fine Foods.** Reser's is a nationally distributed brand and manufacturer of food products through giants such as Albertsons, Costco, Food Lion, WinnDixie, Ingles, Safeway and Walmart. Ms. Finegan designed an enterprise-wide crisis communication plan that included communications objectives, crisis team roles and responsibilities, crisis response procedures, regulatory protocols, definitions of incidents that require various levels of notice, target audiences, and threat assessment protocols. Ms. Finegan worked with the company through two nationwide, high profile recalls, conducting extensive media relations efforts.

**Gulf Coast Claims Facility Notice Campaign.** Finegan coordinated a massive outreach effort throughout the Gulf Coast region to notify those who have claims as a result of damages caused by the Deep Water Horizon Oil spill. The notice campaign included extensive advertising in newspapers throughout the region, Internet notice through local newspaper, television and radio websites and media relations. The Gulf Coast Claims Facility (GCCF) was an independent claims facility, funded by BP, for the resolution of claims by individuals and businesses for damages incurred as a result of the oil discharges due to the Deepwater Horizon incident on April 20, 2010.

**City of New Orleans Tax Revisions, Post-Hurricane Katrina.** In 2007, the City of New Orleans revised property tax assessments for property owners. As part of this process, it received numerous appeals to the assessments. An administration firm served as liaison between the city and property owners, coordinating the hearing schedule and providing important information to property owners on the status of their appeal. Central to this effort was the comprehensive outreach program designed by Ms. Finegan, which included a website and a heavy schedule of television, radio and newspaper advertising, along with the coordination of key news interviews about the project picked up by local media.

#### ARTICLES/ SOCIAL MEDIA

Interview, "How Marketers Achieve Greater ROI Through Digital Assurance," Alliance for Audited Media ("AAM"), white paper, January 2021.

Tweet Chat: Contributing Panelist *#Law360SocialChat*, A live Tweet workshop concerning the benefits and pit-falls of social media, Lextalk.com, November 7, 2019.

Author, "Top Class Settlement Admin Factors to Consider in 2020" Law360, New York, (October 31, 2019, 5:44 PM ET).

Author, "Creating a Class Notice Program that Satisfies Due Process" Law360, New York, (February 13, 2018 12:58 PM ET).

Author, "3 Considerations for Class Action Notice Brand Safety" Law360, New York, (October 2, 2017 12:24 PM ET).

Author, "What Would Class Action Reform Mean for Notice?" Law360, New York, (April 13, 2017 11:50 AM ET).

Author, "Bots Can Silently Steal your Due Process Notice." Wisconsin Law Journal, April 2017.

Author, "*Don't Turn a Blind Eye to Bots. Ad Fraud and Bots are a Reality of the Digital Environment.*" LinkedIn article March 6, 2107.

Co-Author, "Modern Notice Requirements Through the Lens of *Eisen* and *Mullane*" – Bloomberg - BNA Class Action Litigation Report, 17 CLASS 1077, (October 14, 2016).



Author, "Think All Internet Impressions Are The Same? Think Again" – Law360.com, New York (March 16, 2016, 3:39 ET).

Author, "Why Class Members Should See an Online Ad More Than Once" – Law360.com, New York, (December 3, 2015, 2:52 PM ET).

Author, 'Being 'Media-Relevant' — What It Means and Why It Matters - Law360.com, New York (September 11, 2013, 2:50 PM ET).

Co-Author, "New Media Creates New Expectations for Bankruptcy Notice Programs," ABI Journal, Vol. XXX, No 9, (November 2011).

Quoted Expert, "Effective Class Action Notice Promotes Access to Justice: Insight from a New U.S. Federal Judicial Center Checklist," Canadian Supreme Court Law Review, (2011), 53 S.C.L.R. (2d).

Co-Author, with Hon. Dickran Tevrizian – "Expert Opinion: It's More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape," BNA Class Action Litigation Report, 12 CLASS 464, May 27, 2011.

Co-Author, with Hon. Dickran Tevrizian, Your Insight, "Expert Opinion: It's More Than Just a Report -Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape," <sup>11</sup><sub>SEP</sub> TXLR, Vol. 26, No. 21, May 26, 2011.

Quoted Expert, "Analysis of the FJC's 2010 Judges' Class Action Notice and Claims Process Checklist and Guide: A New Roadmap to Adequate Notice and Beyond," BNA Class Action Litigation Report, 12 CLASS 165, February 25, 2011.

Author, Five Key Considerations for a Successful International Notice Program, BNA Class Action Litigation Report, April, 9, 2010 Vol. 11, No. 7 p. 343.

Quoted Expert, "Communication Technology Trends Pose Novel Notification Issues for Class Litigators," BNA Electronic Commerce and Law, 15 ECLR 109 January 27, 2010.

Author, "Legal Notice: R U ready 2 adapt?" BNA Class Action Report, Vol. 10 Class 702, July 24, 2009.

Author, "On Demand Media Could Change the Future of Best Practicable Notice," BNA Class Action Litigation Report, Vol. 9, No. 7, April 11, 2008, pp. 307-310.

Quoted Expert, "Warranty Conference: Globalization of Warranty and Legal Aspects of Extended Warranty," Warranty Week, warrantyweek.com/archive/ww20070228.html/ February 28, 2007.

Co-Author, "Approaches to Notice in State Court Class Actions," For The Defense, Vol. 45, No. 11, November, 2003.

Citation, "Recall Effectiveness Research: A Review and Summary of the Literature on Consumer Motivation and Behavior," U.S. Consumer Product Safety Commission, CPSC-F-02-1391, p.10, Heiden Associates, July 2003.

Author, "The Web Offers Near, Real-Time Cost Efficient Notice," American Bankruptcy Institute, ABI Journal, Vol. XXII, No. 5., 2003.

Author, "Determining Adequate Notice in Rule 23 Actions," For The Defense, Vol. 44, No. 9 September, 2002.

Author, "Legal Notice, What You Need to Know and Why," Monograph, July 2002.



Co-Author, "The Electronic Nature of Legal Noticing," The American Bankruptcy Institute Journal, Vol. XXI, No. 3, April 2002.

Author, "Three Important Mantras for CEO's and Risk Managers," - International Risk Management Institute, irmi.com, January 2002.

Co-Author, "Used the Bat Signal Lately," The National Law Journal, Special Litigation Section, February 19, 2001.

Author, "How Much is Enough Notice," Dispute Resolution Alert, Vol. 1, No. 6. March 2001.

Author, "Monitoring the Internet Buzz," The Risk Report, Vol. XXIII, No. 5, Jan. 2001.

Author, "High-Profile Product Recalls Need More Than the Bat Signal," - International Risk Management Institute, irmi.com, July 2001.

Co-Author, "Do You Know What 100 Million People are Buzzing About Today?" Risk and Insurance Management, March 2001.

Quoted Article, "Keep Up with Class Action," Kentucky Courier Journal, March 13, 2000.

Author, "The Great Debate - How Much is Enough Legal Notice?" American Bar Association – Class Actions and Derivatives Suits Newsletter, winter edition 1999.

#### **SPEAKER/EXPERT PANELIST/PRESENTER**

Chief Litigation Counsel Association (CLCA)	Speaker, "Four Factors Impacting the Cost of Your Class Action Settlement and Notice," Houston TX, May 1, 2019
CLE Webinar	"Rule 23 Changes to Notice, Are You Ready for the Digital Wild, Wild West?" October 23, 2018, <a href="https://bit.ly/2RIRvZq">https://bit.ly/2RIRvZq</a>
American Bar Assn.	Faculty Panelist, 4 <sup>th</sup> Annual Western Regional CLE Class Actions, "Big Brother, Information Privacy, and Class Actions: How Big Data and Social Media are Changing the Class Action Landscape" San Francisco, CA June, 2018.
Miami Law Class Action Faculty & Complex Litigation Forum	Panelist, "Settlement and Resolution of Class Actions," Miami, FL December 2, 2016.
The Knowledge Group	Faculty Panelist, "Class Action Settlements: Hot Topics 2016 and Beyond," Live Webcast, <a href="http://www.theknowledgegroup.org">www.theknowledgegroup.org</a> , October 2016.
ABA National Symposium	Faculty Panelist, "Ethical Considerations in Settling Class Actions," New Orleans, LA, March 2016.
S.F. Banking Attorney Assn.	Speaker, "How a Class Action Notice can Make or Break your Client's Settlement," San Francisco, CA, May 2015.
Perrin Class Action Conf.	Faculty Panelist, "Being Media Relevant, What It Means and Why It Matters – The Social Media Evolution: Trends, Challenges and Opportunities," Chicago, IL May 2015.
Bridgeport Continuing Ed.	Speaker, Webinar "Media Relevant in the Class Notice Context." July, 2014.



Bridgeport Continuing Ed.	Faculty Panelist, "Media Relevant in the Class Notice Context." Los Angeles, California, April 2014.
CASD 5 <sup>th</sup> Annual	Speaker, "The Impact of Social Media on Class Action Notice." Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, September 2012.
Law Seminars International	Speaker, "Class Action Notice: Rules and Statutes Governing FRCP (b)(3) Best Practicable... What constitutes a best practicable notice? What practitioners and courts should expect in the new era of online and social media." Chicago, IL, October 2011. <b>*Voted by attendees as one of the best presentations given.</b>
CASD 4 <sup>th</sup> Annual	Faculty Panelist, "Reasonable Notice - Insight for practitioners on the FJC's <i>Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide</i> . Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, October 2011.
CLE International	Faculty Panelist, Building a Workable Settlement Structure, CLE International, San Francisco, California May, 2011.
CASD	Faculty Panelist, "21 <sup>st</sup> Century Class Notice and Outreach." 3 <sup>rd</sup> Annual Class Action Symposium CASD Symposium, San Diego, California, October 2010.
CASD	Faculty Panelist, "The Future of Notice." 2 <sup>nd</sup> Annual Class Action Symposium CASD Symposium, San Diego California, October 2009.
American Bar Association	Speaker, 2008 Annual Meeting, "Practical Advice for Class Action Settlements: The Future of Notice In the United States and Internationally – Meeting the Best Practicable Standard." Section of Business Law Business and Corporate Litigation Committee – Class and Derivative Actions Subcommittee, New York, NY, August 2008.
Women Lawyers Assn.	Faculty Panelist, Women Lawyers Association of Los Angeles "The Anatomy of a Class Action." Los Angeles, CA, February, 2008.
Warranty Chain Mgmt.	Faculty Panelist, Presentation Product Recall Simulation. Tampa, Florida, March 2007.
Practicing Law Institute.	Faculty Panelist, CLE Presentation, 11 <sup>th</sup> Annual Consumer Financial Services Litigation. Presentation: Class Action Settlement Structures – Evolving Notice Standards in the Internet Age. New York/Boston (simulcast), NY March 2006; Chicago, IL April 2006 and San Francisco, CA, May 2006.
U.S. Consumer Product Safety Commission	Ms. Finegan participated as an invited expert panelist to the CPSC to discuss ways in which the CPSC could enhance and measure the recall process. As a panelist, Ms Finegan discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda, MD, September 2003.



Weil, Gotshal & Manges	Presenter, CLE presentation, "A Scientific Approach to Legal Notice Communication." New York, June 2003.
Sidley & Austin	Presenter, CLE presentation, "A Scientific Approach to Legal Notice Communication." Los Angeles, May 2003.
Kirkland & Ellis	Speaker to restructuring group addressing "The Best Practicable Methods to Give Notice in a Tort Bankruptcy." Chicago, April 2002.
Georgetown University Law	Faculty, CLE White Paper: "What are the best practicable methods to Center Mass Tort Litigation give notice? Dispelling the communications myth – A notice Institute disseminated is a notice communicated," Mass Tort Litigation Institute. Washington D.C.
American Bar Association	Presenter, "How to Bullet-Proof Notice Programs and What Communication Barriers Present Due Process Concerns in Legal Notice," ABA Litigation Section Committee on Class Actions & Derivative Suits. Chicago, IL, August 6, 2001.
McCutchin, Doyle, Brown	Speaker to litigation group in San Francisco and simulcast to four other McCutchin locations, addressing the definition of effective notice and barriers to communication that affect due process in legal notice. San Francisco, CA, June 2001.
Marylhurst University	Guest lecturer on public relations research methods. Portland, OR, February 2001.
University of Oregon	Guest speaker to MBA candidates on quantitative and qualitative research for marketing and communications programs. Portland, OR, May 2001.
Judicial Arbitration & Mediation Services (JAMS)	Speaker on the definition of effective notice. San Francisco and Los Angeles, CA, June 2000.
International Risk Management Institute	Past Expert Commentator on Crisis and Litigation Communications. <a href="http://www.irmi.com">www.irmi.com</a> .
The American Bankruptcy Institute Journal (ABI)	Past Contributing Editor – Beyond the Quill. <a href="http://www.abi.org">www.abi.org</a> .

### **BACKGROUND**

Ms. Finegan's past experience includes working in senior management for leading Class Action Administration firms including The Garden City Group (GCG) and Poorman-Douglas Corp., (EPIQ). Ms. Finegan co-founded Huntington Advertising, a nationally recognized leader in legal notice communications. After Fleet Bank purchased her firm in 1997, she grew the company into one of the nation's leading legal notice communication agencies.

Prior to that, Ms. Finegan spearheaded Huntington Communications, (an Internet development company) and The Huntington Group, Inc., (a public relations firm). As a partner and consultant, she has worked on a wide variety of client marketing, research, advertising, public relations and Internet programs. During her tenure at the Huntington Group, client projects included advertising (media planning and buying), shareholder meetings, direct mail, public relations (planning, financial communications) and community outreach programs. Her past client list includes large public and privately held companies: Code-A-Phone Corp., Thrifty-Payless Drug Stores, Hyster-Yale, The Portland Winter Hawks Hockey Team, U.S. National Bank, U.S. Trust Company, Morley Capital Management, and Durametal Corporation.



Prior to Huntington Advertising, Ms. Finegan worked as a consultant and public relations specialist for a West Coast-based Management and Public Relations Consulting firm.

Additionally, Ms. Finegan has experience in news and public affairs. Her professional background includes being a reporter, anchor and public affairs director for KWJJ/KJIB radio in Portland, Oregon, as well as reporter covering state government for KBZY radio in Salem, Oregon. Ms. Finegan worked as an assistant television program/promotion manager for KPDX directing \$50 million in programming. She was also the program/promotion manager at KECH-22 television.

Ms. Finegan's multi-level communication background gives her a thorough, hands-on understanding of media, the communication process, and how it relates to creating effective and efficient legal notice campaigns.

### **MEMBERSHIPS, PROFESSIONAL CREDENTIALS**

**APR** Accredited. Universal Board of Accreditation Public Relations Society of America

- **Member of the Public Relations Society of America**
- **Member Canadian Public Relations Society**

#### **Board of Directors - Alliance for Audited Media**

Alliance for Audited Media ("AAM") is the recognized leader in cross-media verification. It was founded in 1914 as the Audit Bureau of Circulations (ABC) to bring order and transparency to the media industry. Today, more than 4,000 publishers, advertisers, agencies and technology vendors depend on its data-driven insights, technology certification audits and information services to transact with trust.

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### **SOCIAL MEDIA**

**LinkedIn:** [www.linkedin.com/in/jeanne-finegan-apr-7112341b](http://www.linkedin.com/in/jeanne-finegan-apr-7112341b)

# Exhibit B

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*Cheng v. Toyota Fuel Pumps Liability Litigation Settlement Notice Program*

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This Notice Program is designed to inform Class Members about the proposed class action settlement between Plaintiffs and Defendants as described in the Settlement Agreement. In the Settlement Agreement, the Class is defined as purchasers or lessees of certain model year Toyota and Lexus vehicles equipped with Denso low-pressure Fuel Pumps in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order.

The Settlement Class includes all individuals or legal entities who, at any time as of the entry of the Initial Notice Date, own or owned, purchase(d) or lease(d) Covered Vehicles in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions. Excluded from the Class are: (a) Toyota, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors; (b) Denso, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; (c) Plaintiffs' Counsel; and (d) judicial officers and their immediate family members and associated court staff assigned to this case. In addition, persons or entities are not Class Members once they timely and properly exclude themselves from the Class, as provided in this Settlement Agreement, and once the exclusion request is finally approved by the Court.

Class Notice is estimated to reach 90% of this target audience on average three times, and will be accomplished through a combination of Direct Mail Notice, Publication Notice, notice through the Settlement Website, Long Form Notice, and other applicable notice.

The proposed Notice Program includes the following components:

- Direct Mail Notice via postcard sent by first-class postage prepaid U.S. mail to reasonably identifiable Class Members;
- Publication Notice in one (1) generally circulated magazine, published in English with a Spanish sub-headline;
- Publication Notice in eight (8) territorial newspapers along with banner advertising on the newspapers' websites;
- Social media advertising in the United States and U.S. territories through Facebook, Instagram, and Twitter in English and Spanish;
- Online display banner advertising in the United States and U.S. territories in English and Spanish;
- An informational website: [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com) will be established and will contain important deadlines, notices (including the Long Form Notice), the Settlement Agreement and its exhibits, significant Court documents, information and instructions on how to submit claim, and other important case information;
- A toll-free information line will be established for Class Members;
- A press release will be distributed in English and Spanish in the United States and U.S. territories; and
- CAFA Notice will be sent to appropriate state and federal government officials.

### **DIRECT MAIL NOTICE**

Kroll Settlement Administration LLC (“Kroll”) has been informed that there are approximately 4.9 million vehicles that are potentially affected by the subject matter of this class action. Toyota will identify the VIN numbers for the Subject Vehicles utilizing R.L. Polk & Co. (“IHS Markit”) data to identify current names and addresses for Class Members. Based on information provided by IHS Markit<sup>1</sup>, a list of the Class Members will be compiled. Pursuant to the terms of the Settlement Agreement, Kroll will send individualized Direct Mail Notices via postage prepaid first-class U.S. mail to these identified Class Members.

In order to quickly disseminate notice, Kroll requested from Polk the names and addresses associated with approximately 3.4 million VINs. These names and addresses correspond to current and former owners and lessees that may be Class Members who own(ed) and/or lease(d) the Subject Vehicles and the SSC Vehicles. On August 26, 2022, Polk reported to Kroll that there is a total count of approximately 5.4 million associated name and address records. Polk has already provided Kroll with approximately 4.3 million names and addresses for the associated VINs. In addition, Kroll has requested from Polk the names and addresses associated with another approximately 1.4 million VINs that we recently received. We do not presently have the record count for these VINs but should have that information shortly.

Once the Court issues its preliminary approval order, Kroll will be ready very soon thereafter to begin to mail the Class Members the Direct Mail Notices to their last known addresses to maintain the proposed schedule. There are four states that require a signed order preliminarily approving the settlement before those states’ Departments of Motor Vehicles will provide the applicable names and addresses. As to these states, Kroll will promptly request the names and addresses once the Court issues its preliminary approval order.

Prior to the mailing, all addresses will be checked against the National Change of Address (“NCOA”) database, which is maintained by the United States Postal Service (“USPS”). Notices that are returned as non-deliverable will be re-mailed to any address indicated by the postal service even if the addressee’s automatic forwarding order has expired. For all notices returned as non-deliverable, but for which a new address is not indicated by the USPS, Kroll will perform a further advanced address search through a third-party vendor to obtain a more current address using best efforts and all available information. If any such address is found, Direct Mail Notices will be re-mailed to these Class Members, with re-mailings completed approximately three weeks prior to the opt out and objection deadline set by the Court in the Preliminary Approval Order. Upon completion of these duties, Kroll will submit to the Court a complete report on the deliverability results of the direct outreach effort.

### **PUBLICATION NOTICE**

The proposed publication component of the Notice Program will be implemented by Kroll Notice Media Solutions (“Kroll Media”), a business unit of Kroll. The Notice Program will employ a mix of newspaper,

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<sup>1</sup> In July 2013, IHS Markit (“IHS”), acquired R.L Polk & Co., including Polk and CARFAX. IHS automotive solutions gives automotive companies the ability to capitalize on cross-industry, expertise, and advanced analytics, software tools and extensive vehicle histories for a complete picture of the automotive industry. IHS provides the most accurate and trusted owner information for each motor vehicle affected by a class action lawsuit. IHS leverages a database with over eleven billion vehicle records of owner information by VIN. The IHS vehicle data repository undergoes daily updates of state registration and title data, including name and address standardization as well as National Change of Address (“NCOA”) processing to increase successful delivery. IHS works closely with both unrestricted and restricted states to ensure access to all of the current and historical owners included the Settlement Notice. IHS does not maintain vehicle owner mailing data for the U.S. Territories. See: <https://ihsmarkit.com/products/automotive-class-action-and-litigation-service.html/>.

magazines, online display, search, social media and press releases to target Class Members in the United States and the United States Territories<sup>2</sup> of American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands. At the conclusion of the Notice Program, Kroll Media will provide to the Court a final report as to the results of the Notice Program.

### **UNITED STATES OUTREACH**

The Publication Notice will be published once (1x) in the following generally circulated magazine:

<i>Publication</i>	<i>Circulation</i>	<i>Language</i>	<i>Distribution</i>
<i>People Magazine</i>	2,500,000	English	United States and Territories

*People Magazine* was selected based on media research data provided by MRI-Simmons. The title was selected based on its coverage and index against these target audiences. *People Magazine* has distribution in the United States and U.S. Territories.

### **TERRITORIAL OUTREACH – NEWSPAPERS**

The Publication Notice will be published once (1x) in the following U.S. Territory newspapers:

<i>Publication</i>	<i>Circulation</i>	<i>Language</i>	<i>Territory</i>
Samoa News	7,000	English	American Samoa
Pacific Daily News	20,000	English	Guam
Saipan Tribune	8,000	English	Mariana Islands
El Nuevo Dia	250,000	Spanish	Puerto Rico
San Juan Daily Star	62,000	English	Puerto Rico
Primera Hora	187,000	Spanish	Puerto Rico
Virgin Islands Daily News	19,000	English	U.S. Virgin Islands – St. Thomas
St. Croix Avis	14,000	English	U.S. Virgin-Islands – St. Croix

Combined, the territorial newspapers have a total circulation of 567,000, with over 1,304,000 readers.<sup>3</sup> Additionally, online display ads will run on each of the newspaper's web properties. Digital media will run in English and Spanish.

### **ONLINE DISPLAY ADS - UNITED STATES AND UNITED STATES TERRITORIES**

Internet display ad versions of the Publication Notice will be targeted to people who have been identified as owners of Covered Vehicles. The Notice Program will employ cutting-edge technology and data to target potential Class Members. The foundation for our analysis is derived from 2020 *comScore/GfK Mediamark Research and Intelligence+Fusion* ("MRI") software. As its name suggests, this media research technology

<sup>2</sup> The total population of the U.S. territories is 3.6 million. Note: this number was produced by adding four July 2020 population estimates presented by the CIA World Factbook for the five permanently inhabited territories with Puerto Rico excepted, plus the July 1, 2019 U.S. Census Bureau estimate for Puerto Rico.

<sup>3</sup> Readers are calculated using a pass-along factor of 2.3 readers in addition to the subscriber who read the newspaper. See National Newspaper Association, [naweb.org/](http://naweb.org/).

allows us to fuse data and accurately target Class Members from data collected from dealerships and service departments throughout the U.S.

To properly target these demographics, we are applying a programmatic approach to digital advertising. Programmatic is a computerized approach to buying ads online, which uses an algorithm to show a specific ad to a specific visitor in a specific context, where class members are visiting across an allow list<sup>4</sup> of approximately 4,000 websites. These ads are device agnostic and will appear across desktop, laptop, tablet, or mobile devices. Display ads will run in the United States and U.S. Territories.

### **SOCIAL MEDIA ADS - UNITED STATES AND U.S. TERRITORIES**

Social media ads will follow the targeted Class Members across users' newsfeeds, stories, and videos. These ads will target those who have "liked" or "follow" Toyota and Lexus groups and pages across Facebook and Instagram.

On Twitter, the campaign ads will target those who "follow" or interact with handles such as @Toyota, @ToyotaMotorCorp, @Lexus, and other similar handles. Social media ads will run in the United States and U.S. Territories.

### **KEYWORD SEARCH**

Keyword search advertisements will be utilized on Google Ads. When a user conducts a search in their browser, relevant links appear on the search result pages of keyword/phrase searches. Keyword and search topics will include Toyota defect, Lexus defect, Toyota fuel pump, Lexus fuel pump, Toyota settlement, Lexus settlement, and other related terms.

### **PRESS RELEASE IN THE UNITED STATES AND U.S. TERRITORIES**

A press release will be issued over PR Newswire's U.S., Guam, Puerto Rico, U.S. Virgin Island and Pacific Islands Newlines. PR Newswire distributes to thousands of print and broadcast newsrooms, as well as websites, databases and online services including featured placement in the news sections of leading portals. Kroll Media will monitor for resulting news mentions.

### **OFFICIAL SETTLEMENT WEBSITE**

An informational, interactive website is an important component of the Notice Program. In accordance with the terms of the Settlement Agreement, a website will be established at: [www.ToyotaFuelPumpsSettlement.com](http://www.ToyotaFuelPumpsSettlement.com) to enable potential Class Members to obtain information about the Settlement Agreement. Each Class Member who is mailed a Direct Mail Notice will receive a unique identifier which they may use to easily log into the website to submit claims. All visitors to the settlement website will be able to obtain additional information about the Settlement and its benefits, including copies of Court documents related to the case, a copy of the Long Form Notice, answers to Frequently Asked Questions, and a tool to allow visitors to look up their vehicle's VIN to determine if it is included in the Class. Additionally, Class Members will have ability to send communications to Kroll's client service team through the website.

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<sup>4</sup> An "allow list" is a custom list of acceptable websites where ad content may be served. Creating a whitelist helps to mitigate ad fraud, ensure ads will be served in relevant digital environments to the target audience and helps to ensure that ads will not appear next to offensive or objectionable content.

Further, the website will serve as a “landing page for the banner advertising,” where Class Members may continue to obtain further information about the class action, their rights, and view Plaintiff’s Motion for Approval of Fees, Expenses, and Incentive Awards. The website will be accessible 24-hours a day, 7-days a week.

**TOLL FREE INFORMATION LINE**

Additionally, Kroll will establish and maintain a 24-hour toll-free telephone line where callers may obtain information about the Settlement. Kroll will provide both automated and agent answered call center services. Live operators will be available Monday through Friday, from 5:00 am to 5:00 pm, PST and will be trained to respond to questions about the settlement, answer questions about the status of submitted claims, claim payment, how to submit a claim, and other material aspects of the Settlement. The phone number will also be configured to enable callers to leave a message after hours, which will be returned by Kroll no later than the next business day.

**CAFA NOTICE**

Pursuant to the Settlement Agreement, Kroll will provide notice of the proposed Settlement under CAFA, 28 U.S.C. §1715(b), to appropriate state and federal government officials.

# Exhibit 10

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

SHARON CHENG, CRISTINA DIAS,  
RHONDA SANFILIPO, BRUCE PULEO,  
ZINA PRUITT, RON ZIMMERMAN,  
CHERYL SILVERSTEIN, TINA FENG,  
ROBERT HAKIM, BERNADETTE GRIMES,  
ELIZABETH GENDRON, ROGER CARTER,  
MARLENE RUDOLPH, PATRICIA  
BARLOW, TERESA EDWARDS, ISAAC  
TORDJMAN, JAMES HETTINGER, DIEU  
LE, CHRIS BOHN, DANIEL DEWEERDT,  
CRAIG BOXER, BETTY DENDY,  
ELIZABETH PERSAK, KRISTI ROCK,  
JENNIFER CHALAL, JOHN TORRANCE,  
LENARD SHOEMAKER, MICHAEL  
MITCHELL, ROBERT SKELTON, JEFFREY  
JONES, ISABEL MARQUES, PAYAM  
RASTEGAR, and SYED ABDUL NAFAY,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

TOYOTA MOTOR CORPORATION,  
TOYOTA MOTOR NORTH AMERICA, INC.,  
and DENSO INTERNATIONAL AMERICA,  
INC.,

Defendants.

Case No: 1:20-cv-00629-WFK-JRC

**[PROPOSED] FINAL JUDGMENT**

IT IS on this \_\_\_\_\_ day of \_\_\_\_\_ 2022, HEREBY ADJUDGED  
AND DECREED PURSUANT TO FEDERAL RULES OF CIVIL PROCEDURE 23 and 58 AS  
FOLLOWS:

- (1) On this date, the Court entered a Final Order Approving Class Action Settlement and Certifying Settlement Class (“Final Order”) (Dkt. No. \_\_\_\_\_); and
- (2) For the reasons stated in the Court’s Final Order, judgment is entered in accordance with the Final Order, and the claims in this Action are dismissed with prejudice, without costs

to any party, except as otherwise provided in the Final Order or in the Settlement Agreement.

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_ 2022.

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James R. Cho  
United States Magistrate Judge

# Exhibit 11

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

SHARON CHENG, CRISTINA DIAS,  
RHONDA SANFILIPO, BRUCE PULEO, ZINA  
PRUITT, RON ZIMMERMAN, CHERYL  
SILVERSTEIN, TINA FENG, ROBERT  
HAKIM, BERNADETTE GRIMES,  
ELIZABETH GENDRON, ROGER CARTER,  
MARLENE RUDOLPH, PATRICIA BARLOW,  
TERESA EDWARDS, ISAAC TORDJMAN,  
JAMES HETTINGER, DIEU LE, CHRIS  
BOHN, DANIEL DEWEERDT, CRAIG  
BOXER, BETTY DENDY, ELIZABETH  
PERSAK, KRISTI ROCK, JENNIFER  
CHALAL, JOHN TORRANCE, LENARD  
SHOEMAKER, MICHAEL MITCHELL,  
ROBERT SKELTON, JEFFREY JONES,  
ISABEL MARQUES, PAYAM RASTEGAR,  
and SYED ABDUL NAFAY, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

TOYOTA MOTOR CORPORATION,  
TOYOTA MOTOR NORTH AMERICA, INC.,  
and DENSO INTERNATIONAL AMERICA,  
INC.,

Defendants.

Case No: 1:20-cv-00629-WFK-JRC

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

**WHEREAS**, the Court, having considered the Settlement Agreement filed [REDACTED], 2022 (the “Settlement Agreement”) between and among Class Representatives, through Class Counsel, and Defendants Toyota Motor Corporation, Toyota Motor North America, Inc. (collectively Toyota), and Denso International America, Inc. (“Denso”), and their affiliates (collectively

“Defendants”), the Court’s [REDACTED], 2022 Order Granting Preliminary Approval of the Class Settlement, Directing Notice to the Class, and Scheduling Fairness Hearing (Dkt. No. [REDACTED]) (the “Preliminary Approval Order”), having held a Fairness Hearing on [REDACTED], 2022, and having considered all of the submissions and arguments with respect to the Settlement Agreement and related documents and exhibits, and otherwise being fully informed, and good cause appearing therefore (all capitalized terms as defined in the Settlement Agreement);

**IT IS HERBY ORDERED AS FOLLOWS:**

1. This Final Order Approving Class Action Settlement and Certifying Settlement Class (“Final Order”) 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, settle and release all claims released in the Settlement Agreement, and dismiss the Action with prejudice and enter final judgment in each Action. Further, venue is proper in this Court, pursuant to 28 U.S.C. § 1391.

**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:

All individuals or legal entities who, at any time as of the entry of the Initial Notice Date, own or owned, purchase(d) or lease(d) Covered Vehicles in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions. Excluded from the Class are: (a) Toyota, its officers, directors and employees; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; and Toyota Dealers and Toyota Dealers’ officers and directors; (b) Denso, its officers, directors and employees; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; (c) Plaintiffs’ Counsel; and (d) judicial officers and their immediate family members and associated court staff assigned to this case. In addition, persons or entities are not Class Members once they timely and properly exclude themselves from the Class, as provided in this Settlement Agreement, and once the exclusion request is finally approved by the Court.

“Covered Vehicles” means the Additional Vehicles, SSC Vehicles, and the Subject Vehicles. “Additional Vehicles” means those vehicles that are equipped with Denso low-pressure fuel pumps with part number prefixes 23220- and/or 23221- that are identified in Exhibit 1b. “SSC Vehicles” means those vehicles identified as part of the Special Service Campaigns 21LC01 and 21TC03, all of which are equipped with Denso low-pressure fuel pumps with part number prefixes 23220- and/or 23221-, and are listed on Exhibit 1a of the Settlement Agreement. “Subject Vehicles” are defined in the Settlement Agreement as vehicles that were identified as part of the Recall as defined below, all of which are equipped with Denso low-pressure fuel pumps with part number prefixes 23220- and/or 23221-, and/or are recalled vehicles that are listed in Exhibit 2 of the Settlement Agreement.

“Recall(s)” means Toyota’s recalls of the Subject Vehicles, namely, Toyota’s Recall 20V-012 submitted to NHTSA on or about January 13, 2020, the amendments submitted for Recall 20V-682 on or about November 4, 2020, and the amendments submitted for Recall 21V-617 on or

about August 6, 2021, as identified in Exhibit 2 of the Settlement Agreement, and any expansions related thereto prior to Preliminary Approval.

4. The Court finds that only those persons/entities/organizations listed on Appendix [redacted] to this Final Order have timely and properly excluded themselves from the Class and, therefore, are not bound by this Final Order 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 occurrence of the Final 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 current and former owners and lessees of more than [redacted] Covered Vehicles located throughout the United States, its territories and possessions, 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. *See Vu v. Diversified Collection Servs., Inc.*, 293 F.R.D. 343, 352 (E.D.N.Y. 2013) (“While there is no magic number, courts have found numerosity to be satisfied by a class of forty members.”) (citing *Consol. Rail Corp. v. Town of Hyde Park*, 47 F.3d 473, 483 (2d Cir. 1995)). Thus, the Rule 23(a)(1) numerosity requirement is met.

b. *Commonality.* There are some questions of law or fact common to the Class with regard to the alleged activities of Defendants in this case. These issues are sufficient to establish commonality under Fed. R. Civ. P. 23(a)(2). *See Dupler v. Costco Wholesale Corp.*, 249 F.R.D. 29, 37 (E.D.N.Y. 2008) (“A single common issue of law will satisfy the commonality requirement.”).

c. *Typicality.* The claims of Class Representatives are typical of the claims of the Class Members they seek to represent for purposes of settlement. *See Shabazz v. Morgan Funding Corp.*, 269 F.R.D. 245, 250 (S.D.N.Y. 2010) (“Rule 23(a)(3) is satisfied when each class member’s claim

arises from the same course of events and each class member makes similar legal arguments to prove the defendant's liability.”).

d. *Adequate Representation.* Class Representatives' interests do not conflict with those of absent members of the Class, and Class Representatives' interests are co-extensive with those of absent Class Members. Additionally, this Court recognizes the experience of Class Counsel. Class Representatives 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, as pertains to consideration of the Settlement, 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: Sharon Cheng, Cristina Dias, Rhonda SanFilipo, Bruce Puleo, Zina Pruitt, Ron Zimmerman, Cheryl Silverstein, Tina Feng, Robert Hakim, Bernadette Grimes, Elizabeth Gendron, Roger Carter, Marlene Rudolph, Patricia Barlow, Teresa Edwards, Issac Tordjman, James Hettinger, Dieu Le, Chris Bohn, Daniel Deweerdt, Craig Boxer, Betty Dendy, Elizabeth Persak, Kristi Rock, Jennifer Chalal, John Torrance, Lenard Shoemaker, Michael Mitchell, Robert Skelton, Jeffrey Jones, Isabel Marques, Payam Rastegar, and Syed Abdul Nafay. The Court finds that these Class Members have adequately represented the Class for purposes of entering into and implementing the Settlement Agreement. The Court

confirms the appointment W. Daniel “Dee” Miles III and Demet Basar of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. as Class Counsel.

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

## **II. NOTICE TO CLASS MEMBERS**

7. 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 (Dkt. No. \_\_\_\_\_). 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.

8. The Court further finds that Defendants, 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.

### **III. FINAL APPROVAL OF SETTLEMENT AGREEMENT**

9. The Court finds that the Settlement Agreement resulted from extensive arm's length, good faith negotiations between Class Counsel and Defendants, through experienced counsel, with the assistance and oversight of Settlement Special Master Patrick A. Juneau.

10. 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 [REDACTED], and it is to be preclusive in the Action. The decisions of the Settlement Claims Administrator relating to the review, processing, determination and payment of Claims submitted pursuant to the Agreement are final and not appealable.

11. The Court finds that the Settlement Agreement is fair, reasonable and adequate based on, among other things, the following nine factors: “(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; [and] (9) the range of reasonableness of the

settlement fund to a possible recovery in light of all the attendant risks of litigation.” *See Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 117 (2d Cir. 2005) (quoting *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974)). Furthermore, the Court finds that the four factors included in Rule 23(e) also weigh in favor of approving the settlement: (1) the adequacy of representation by class representatives and class counsel; (2) whether settlement negotiations were done fairly at arm’s length; (3) the adequacy of relief provided under the settlement—taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of any the proposed methods of distributing relief to the class, including the method of processing class-member claims, if required; (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (4) the equity of treatment of class members relative to one another. FED. R. CIV. P. 23(e)(2) (amended Dec. 2018).

12. 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, and (ii) do not limit the rights of the Class.

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

**IV. CLASS COUNSEL’S APPLICATION FOR ATTORNEYS’ FEES, COSTS AND EXPENSES, AND SERVICE AWARDS TO CLASS REPRESENTATIVES**

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

**V. DISMISSAL OF CLAIMS, RELEASE**

14. All claims asserted against Defendants 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.

15. Upon entry of this Final Order and the Final Judgment, Plaintiffs, Class Representatives, and each member of the Class (except those listed on Appendix **B**), on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Third Amended Consolidated Class Action Complaint filed in this Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of any state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of any kind related arising from, related to, connected with, and/or in any way involving the Action, the Subject Vehicles' fuel pumps and/or associated parts that are, or could have been, defined, alleged or described in the Third Amended Consolidated Class Action Complaint, the Action, or any amendments of the Action ("Released Claims"); provided, however that notwithstanding the foregoing, Class Representatives and Class Members are not releasing claims for personal injury, wrongful death

or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

16. Notwithstanding the foregoing, Class Representatives and/or Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural persons (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.

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

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

18. 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**

**\_\_\_\_\_**.

19. Therefore, except for those listed on **Appendix \_\_\_\_\_**, 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 (as that term is defined in the Settlement Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action covered by the Release. In addition, all Class Representatives,

Class Members and all persons 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 based on or relating to the claims and causes of action in the Third Amended Consolidated Class Action Complaint in the Action, or the Release in the Settlement Agreement Pursuant to the All Writs Act, 28 U.S.C. § 1651(a), and the exceptions to the Anti-Injunction Act, 28 U.S.C. § 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**

20. Without affecting the finality of this Final Order 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 and the accompanying Final Judgment, to protect and effectuate this Final Order and the accompanying Final Judgment, and for any other necessary purpose. The Parties, the Class Representatives, and each Class Member not listed on **Appendix** 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.

21. In the event that the Final Effective Date does not occur, certification of the Class shall be automatically vacated and this Final Order 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.

22. 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 and the accompanying Final Judgment and do not limit the rights of Class Members under the Settlement Agreement.

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

24. Neither this Final Order 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, 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 Toyota and the Released Parties may file any and all such documents in support of any defense that the Settlement Agreement, this Final Order, 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 Paragraphs 14-19, asserting a released claim against any of the Released Parties.

25. A copy of this Final Order shall be filed in, and applies to, the Action.

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_ 2022.

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James R. Cho  
United States Magistrate Judge