

**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 MATTHEW NEYLON ON BEHALF OF KROLL SETTLEMENT
ADMINISTRATION LLC REGARDING REPORTING OF TIMELY REQUESTS TO
OPT OUT AND UNTIMELY OBJECTIONS RECEIVED TO DATE IN CONNECTION
WITH FINAL APPROVAL OF SETTLEMENT**

I, Matthew Neylon, declare and state as follows:

1. I am a Senior Manager of Kroll Settlement Administration LLC (“Kroll”)¹, the Settlement Notice Administrator appointed in the above-captioned case,² whose principal office is located at 2000 Market Street, Suite 2700, Philadelphia, Pennsylvania 19103. I am over 21

¹ Capitalized terms shall have the meanings ascribed to them in the Settlement Agreement (as defined below).

² The Settlement Agreement appoints Kroll Notice Media as the Settlement Notice Administrator. Kroll Notice Media Solutions is a business unit of Kroll Settlement Administration LLC.

years of age and am authorized to make this declaration on behalf of Kroll and myself. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working under my general supervision. This declaration is being filed in connection with final approval.

2. Kroll has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, labor and employment, consumer, and government enforcement matters. Kroll has provided notification and/or claims administration services in more than 3,000 cases.

3. Pursuant to the Court's Preliminary Approval Order, dated September 16, 2022 [ECF. 167], Kroll was appointed as the Settlement Notice Administrator to provide notification and administration services in connection with a settlement agreement (the "Settlement Agreement") [ECF 162] entered into in connection with the above-captioned case, referred to herein as the "Settlement". Kroll's duties in connection with the Settlement include, among other responsibilities, receiving and processing opt outs.

4. This Declaration supplements the *Declaration of Jeanne C. Finegan, APR Concerning Implementation of Class Notice*, filed contemporaneously herewith.

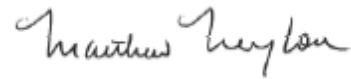
5. As of December 7, 2022, Kroll's records indicate that it has received 103 timely opt-out requests. A list of the timely opt-outs received to date³ is attached hereto as Exhibit A. That list has been redacted for privacy reasons.

³ The postmark deadline to opt out was Friday, December 2, 2022, pursuant to the Court's Preliminary Approval Order at paragraph 29. This same paragraph requires the Settlement Notice Administrator to file a list of timely opt outs by December 8, 2022. Because of the intervening weekend between these deadlines and potential delays in the receipt of mail from the United States Postal Service or other similar delivery services, some additional timely opt outs may be received. If so and as warranted, we will supplement this declaration with a list of the additional timely opt outs prior to the Fairness Hearing.

6. As of December 7, 2022, Kroll has received two (2) untimely objections to the Settlement. These objections are attached hereto as Exhibit B.

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.

Executed: December 7, 2022, in La Grange, KY

A handwritten signature in cursive script, reading "Matthew Neylon".

Matthew Neylon

Exhibit A

Exclusion List				
Count	ReferenceNumber	Company	FirstName	LastName
1	583372K5JGMPZ		J*****	M*****
2	5833735XZW6RY		C***	O****
3	5833736TRSSHV	D*****		
4	583373ZJB8BRT		K*****	H*****
5	5833748FDR39Y		E****	G****
6	583374KMWFPQB		D****	A****
7	583375THG0KS3		E**	S*****
8	58337BNHSPP7J		W*****	A*****
9	58337CKK0Y9GD		N****	L***
10	58337CKVNPNG		R*****	D****
11	58337CQJPMDSG		H*****	H*****
12	58337CRSGXS00		B*****	S*****
13	58337D1KKKTJ5		D*****	S*****
14	58337D2T4CVBQ		B***	M*****
15	58337D5682KDP		R****	F*****
16	58337D72107GK		R***	N*****
17	58337D967T781		B*****	L**
18	58337DCP1Y4G5		A*****	A*****
19	58337DDNCVP4K		C*****	B*****
20	58337DDNCW9V1		C*****	G*****
21	58337DF89SR09		D****	L*****
22	58337DG1M8G04		J***	C**
23	58337DG6NBXTF		S*****	G*****
24	58337DGY5KK9D		C*****	A*****
25	58337DH568MKW		D*****	C*****
26	58337DHVSVCGN		C*****	H*****
27	58337DK8DCDGG		L***	K*****
28	58337DKKW7S0S		S*****	O*
29	58337DRTP0HH7		R*****	P*****
30	58337DT8R9YPD		K*****	A*****
31	58337DYQV6RKT		G*****	H*
32	58337FCDT5PB8		D*****	S*****
33	58337FP6QC3PW		F*****	D*****
34	58337FPFFT0S0		P*****	S*****
35	58337FPM248QJ		A*****	P***
36	58337FQ0SY96B		S*****	V*****
37	58337FRFPCQP0		T****	G****
38	58337FSTXMSW6		G*****	A*****
39	58337FY0QH88X		K***	W*****
40	58337G061G8YP		A*****	W*****

41	58337G4RYYN11		P*****	M*****
42	58337G5R991XK		M***	T*****
43	58337G6143P5M		S*****	G*****
44	58337G7N4QBB3		C*****	B*****
45	58337GG9XJ8FN		P*****	W***
46	58337H0S9HT0D		N***	C*****
47	58337H18GMD7V		C*****	M*****
48	58337HFSXP978		W*****	B***
49	58337HFT61XN2		J*****	M*****
50	58337HG0SSCH0		K*****	P*****
51	58337HG1NGCTN		J***	S****
52	58337HG4Q9CQF		B*****	J*****
53	58337HG73J9KB		B****	F*****
54	58337HGJHJM4Z		C*****	N*****
55	58337HGT6ZZXV	D*****		
56	58337HH1V029D		O***	R****
57	58337HH77HJG2		C*****	V*****
58	58337HH785BTM		B***	G*****
59	58337HHC655YV		M*****	M*****
60	58337HHC79NFQ		M*****	V*****
61	58337HHGHGGF6		A*****	C*****
62	58337HHHHTX4C		W*****	P***
63	58337HHHKNYXG		M*****	W****
64	58337HHJV1ZCY		Y*	T*****
65	58337HHKGYZQS		P*****	D***
66	58337HHKJ70KK		C*****	E*****
67	58337HHM7XTDB		J*****	M*****
68	58337HHMCFN1P		J****	C*****
69	58337HHMKKQW0		C*****	W*****
70	58337HHMT6053		A*****	A*****
71	58337HHN4N53F		J***	B*****
72	58337HHN7083F		L*****	F*****
73	58337HHNRXWGH		S*****	L****
74	58337HHNTVWY0	M*****		
75	58337HHPKKF81		M****	V*****
76	58337HHPV89C2		L*****	R*****
77	58337HHQS3P3N		R****	K****
78	58337HHQT597F		F****	M*****
79	58337HHT041F7		R***	B*****
80	58337HHTNM108		A*****	R*****
81	58337HHTY57HR		D*****	S*****
82	58337HHVZDMVS		J*****	F*****

83	58337HHWWYZY8	M****	S****
84	58337HHXH0WD2	K****	B*****
85	58337HHY682CZ	R****	A****
86	58337HHYNF23X	S*****	M*****
87	58337HHZ5WXC�	N****	P****
88	58337HJ0TVMZD	K***	K*****
89	58337HJ15R6HN	H*****	G****
90	58337HJ18M5M7	J****	R***
91	58337HJ2X6M6Q	O***	H*****
92	58337HJ4BZZTG	D*****	T*****
93	58337HJ4XDBH3	V*****	C*****
94	58337HJ81H5H7	D*****	C*****
95	58337HJB1KNRG	M*****	D*****
96	58337HJBG7N9P	R*****	I*****
97	58337HJJ0PBBX	G*****	R****
98	58337HJJ6Q1P4	E*****	G*****
99	58337HJJ78WY5	K**	S*****
100	58337HJMSBKCM	R*****	N*****
101	58337HJRNDR03	J*****	E**
102	58337HJY59JV7	B*****	R*****
103	58337HJZ7V27P	P*****	L***

Exhibit B



1402 N Mckenzie River Street
Spokane, Washington 99224
November 22, 2022

Cheng v. Toyota Motors
c/o Kroll Settlement Administration
Po Box 5324
New York, NY 10150-5324

Dear Sirs:

I am writing to you to voice my objection to the proposed (and agreed to?) settlement regarding faulty Toyota fuel pumps. I can understand why Toyota agrees with this because it seriously limits its liability for the bad fuel pumps in many of their vehicles. Why anyone suing them because of the pump issue would agree to this weak settlement is beyond belief.

I have checked the VIN number of my 2017 Toyota 4Runner on the website provided and found that my 4Runner has one of the faulty fuel pumps. The chances for severe injury or loss of life are high if this pump fails while I am driving down the highway at 60 miles per hour. My relatives would have to fight this out in court at huge expense. The loss of life and injury/damages can be easily avoided if Toyota replaces these faulty pumps now instead of waiting for the "accident" to happen. It is inexcusable why Toyota would knowingly continue to allow these fuel pumps to be operated.

The evidence provided by "Cheng" in the Kroll Settlement Administration document clearly shows that this has been an ongoing problem for some time. To put people such as myself and my family in danger while ignoring the proper action of replacing the pumps now may save Toyota money but it will seriously affect people's lives.

Please get Toyota to do the right thing with all of these pumps.

Sincerely yours,

Kent C. Aggers

KENT AGGERS
1402 N MCKENZIE RIVER ST
SPOKANE, WA 99224

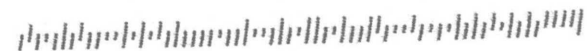
SPOKANE WA 990

23 NOV 2022 PM 3 L



CHENG V. TOYOTA MOTORS
C/O KROLL SETTLEMENT
P.O. BOX 5324
NEW YORK, NY 10150-5324

10150-532424





COR0000102

OFFER OF SETTLEMENT DEMAND

From:

Kevin Kennedy
7713 Fern Grotto Circle
Fayetteville, PA 17222
Phone: (717) 331-7081
Email: Kevinkennedy29@yahoo.com

To:

Cheng v. Toyota Motors
c/o Kroll Settlement Administration
Po Box 5324
New York, NY 10150-5324

Date: Nov 19th, 2022

THIS IS OUR FINAL ATTEMPT TO SETTLE THIS DISPUTE

Dear Kroll Settlement Administration,

I, Kevin Kennedy, am writing this letter as a last and final attempt to settle the matter Denso fuel pump class action. This request to settle is to trade in the toyota and not having to worry with all the excess actions you are putting forward. It's much easier to trade or sell and get out. We are losing money in this matter and this is why the settlement demand.

It is in the best interest of both parties to settle this matter. Therefore, we have prepared an offer of \$12,000.00 to have this settled today.

A response to this letter is required by Nov 30th, 2022.

If there is no response to this letter, all legal rights shall be explored, including, but not limited to, legal proceedings in district court to recover damages.

This offer of settlement serves as an official notice to you and may be tendered in court as evidence of your failure to pay. If legal action is to occur to resolve this matter, it may involve having you pay attorney's fees.

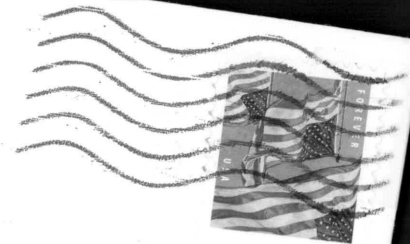
We hope to resolve this matter as soon as possible.

Sincerely,

Kevin Kennedy

Kevin Kennedy
7713 Fern Grotto Circle
Fayetteville, PA 17222

HARRISBURG PA 171
26 NOV 2022 PM 1 L



Cheng V. Toyota Motors
c/o Kroll Settlement Admin.
P.O. Box 5324

New York, NY 10150-5324

