

**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, 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,
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-CLP

DECLARATION OF ROBERT HAKIM

I, ROBERT HAKIM, declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.
2. On August 1, 2019, I purchased a 2019 Lexus ES350 from Lexus of Valencia, in Valencia, California.

3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. On January 21, 2020, I received the Recall Repair from Toyota.

5. In April 2020, I contacted one of plaintiffs' counsel regarding my Toyota's Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

6. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

7. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions regarding what happened and is happening with my Toyota. The communications included, among other things, initial conversations regarding the issues with my Toyota, verifying information prior to joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required information.

8. I reviewed the terms of settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides

owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

9. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent 8 hours traveling to and from and communicating with employees of Lexus of Valencia, in Valencia, California, and others regarding the fuel pump in my Toyota, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

10. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendants. My car was not inspected at Defendants' request, and I understand that counsel will be applying for a class representative award of \$2,500.

11. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely up to the Court. I also understand that the incentive awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that

determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award.

12. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

13. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 3, 2022

By:


ROBERT HAKIM

**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, 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,
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-CLP

DECLARATION OF JAMES HETTINGER

I, **JAMES HETTINGER**, declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.
2. In December 2018, I purchased a 2018 Toyota Tacoma from Toyota of McDonough in McDonough, Georgia.

3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. On October 17, 2020, I received a Recall notice instructing me to bring my Tacoma to my local Toyota dealership to obtain the Recall Repair.

5. Based on my experience, the Recall Repair appears to have fixed the problem with the impeller in the fuel pump.

6. On October 24, 2020, I contacted one of plaintiffs' counsel regarding my Tacoma's Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

7. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

8. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions regarding what happened and is happening with my Tacoma. The communications included, among other things, initial conversations regarding the issues with my Tacoma, verifying information prior to joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required

information.

9. I reviewed the terms of settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program, and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are an important benefit. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

10. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent 18 hours traveling to and from and communicating with employees of Toyota of McDonough in McDonough, Georgia, and others regarding the fuel pump in my Tacoma, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

11. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendants. My vehicle was not inspected by Defendants, and I understand that counsel will be applying for a class representative award of \$2,500. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely

up to the Court. I also understand that the incentive awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

12. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 2, 2022

By: James Hettinger
JAMES HETTINGER

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, 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,
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-CLP

DECLARATION OF JEFFREY JONES

I, JEFFREY JONES, declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.

2. In December 2018, I purchased a 2019 Toyota Tacoma TRD Sport from Performance Toyota in Bountiful, Utah.

3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. My vehicle experienced intermittent hesitation and stalling prior to receiving the Recall notice.

5. On January 21, 2020, I received the Recall Repair from Toyota.

6. In October 2020, I contacted one of plaintiffs' counsel regarding my Toyota's Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

7. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

8. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions regarding what happened and is happening with my Toyota. The communications included, among other things, initial conversations regarding the issues with my Toyota, verifying information prior to joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required information.

9. I reviewed the terms of settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

10. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent 8 hours traveling to and from and communicating with employees of Performance Toyota in Bountiful, Utah, and others regarding the fuel pump in my Toyota, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

11. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendants. My car was not inspected at Defendants' request, and I understand that counsel will be applying for a class representative award of \$2,500.

12. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely up to the Court. I also understand that the incentive

awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award.

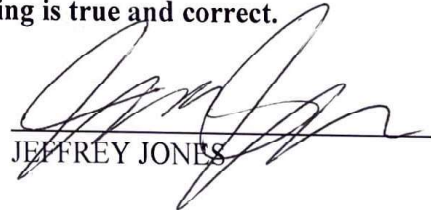
13. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

14. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 7, 2022

By:


JEFFREY JONES

**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, 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,
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-CLP

DECLARATION OF DIEU LE

I, DIEU LE, declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.
2. In November 2016, I purchased a 2014 Lexus GS350 from Lexus of Arlington, in Arlington Heights, Illinois.

3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. My vehicle experienced symptoms associated with the defect in August 2019 when my vehicle lost acceleration while traveling at highway speeds.

5. On January 21, 2020, I received the Recall Repair from Toyota.

6. In May 2020, I contacted one of plaintiffs' counsel regarding my Toyota's Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

7. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

8. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions regarding what happened and is happening with my Toyota. The communications included, among other things, initial conversations regarding the issues with my Toyota, verifying information prior to joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required information.

9. I reviewed the terms of settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

10. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent 8 hours traveling to and from and communicating with employees of Lexus of Arlington, in Arlington Heights, Illinois, and others regarding the fuel pump in my Toyota, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

11. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendants. My car was not inspected at Defendants' request, and I understand that counsel will be applying for a class representative award of \$2,500.

12. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely up to the Court. I also understand that the incentive

awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award.

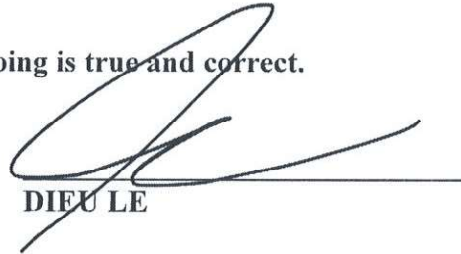
13. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

14. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 3, 2022

By:



DIFU LE

**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, ISSAC
TORDJMAN, JAMES HETTINGER, DIEU
LE, CHRIS BOHN, DANIEL DEWEERDT,
CRAIG BOXER, BETTY DENDY, ISABEL
MARQUES, 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-CLP

DECLARATION OF ISABEL MARQUES

I, **ISABEL MARQUES** declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.
2. In June 2018. I bought a 2019 Toyota Corolla XSE from Koons Tysons Corner Toyota in Tyson's Corner, Virginia.
3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's

fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. I received a Recall Notice in February 2020 and brought my vehicle back to Koons Tysons Corner Toyota soon thereafter.

5. I received a fuel pump replacement, the Recall Repair, on August 10, 2020.

6. In August 2020, I contacted one of plaintiffs' counsel regarding my Toyota's Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

7. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

8. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions regarding what happened and is happening with my Toyota. The communications included, among other things, initial conversations regarding the issues with my Toyota, verifying information prior to joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required information.

9. I reviewed the terms of settlement and believe that the benefits provided by the

settlement represent an excellent result for the Class. I am pleased that the settlement provides owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

10. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent six (6) hours traveling to and from and communicating with employees of Koons Tysons Corner Toyota others regarding the fuel pump in my Corolla, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

11. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendants. My car was not inspected at Defendants' request, and I understand that counsel will be applying for a class representative award of \$2,500.

12. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely up to the Court. I also understand that the incentive awards are to be considered by the Court separately from whether the settlement is fair, reasonable,

and adequate, and that if the Court declines to award the requested incentive awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award.

13. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

14. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 3, 2022

By: 
ISABEL MARQUES

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, 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,
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-CLP

DECLARATION OF MICHAEL MITCHELL

I, MICHAEL MITCHELL, declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.
2. On November 18, 2019, I purchased a 2018 Lexus RX350 from Park Place Lexus of Plano, in Plano, Texas.

3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. On January 21, 2020, I received the Recall Repair from Toyota.

5. In June 2020, I contacted one of plaintiffs' counsel regarding my Toyota's Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

6. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

7. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions regarding what happened and is happening with my Toyota. The communications included, among other things, initial conversations regarding the issues with my Toyota, verifying information prior to joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required information.

8. I reviewed the terms of settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides

owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

9. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent 2 hours traveling to and from and communicating with employees of Lexus of Birmingham, in Birmingham, Alabama, and others regarding the fuel pump in my Toyota, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

10. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendants. My car was not inspected at Defendants' request, and I understand that counsel will be applying for a class representative award of \$2,500.

11. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely up to the Court. I also understand that the incentive awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that

determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award.

12. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

13. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 3, 2022

By:


MICHAEL MITCHELL

**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, ISSAC
TORDJMAN, JAMES HETTINGER, DIEU
LE, CHRIS BOHN, DANIEL DEWEERDT,
CRAIG BOXER, BETTY DENDY, KRISTI
ROCK, JENNIFER CHALAL, JOHN
TORRANCE, LENARD SHOEMAKER,
MICHAEL MITCHELL, ROBERT
SKELTON, JEFFREY JONES, 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-CLP

DECLARATION OF SYED ABDUL NAFAY

I, **SYED ABDUL NAFAY** declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.
2. I bought a 2019 Toyota Camry XSE from Koons Tysons Corner Toyota in Tysons' Corner, Virginia in April 2019.
3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's

fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. Prior to receiving the Recall Repair, my car was stalling.

5. I received a Recall Notice in the mail in October 2020.

6. I brought my car to the dealership where I purchased the car, and it received the Recall Repair in October 2020. The Recall Repair was completed the following day, but I was not provided a loaner vehicle.

7. In May 2020, I contacted one of plaintiffs' counsel regarding my Toyota's Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

8. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

9. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions regarding what happened and is happening with my Toyota. The communications included, among other things, initial conversations regarding the issues with my Toyota, verifying information prior to joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required

information.

10. I reviewed the terms of settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

11. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent 4 hours traveling to and from and communicating with employees of Koons Tysons Corner Toyota others regarding the fuel pump in my Corolla, and 2-3 more hours communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

12. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendants. My car was not inspected at Defendants' request, and I understand that counsel will be applying for a class representative award of \$2,500.

13. I have been informed and understand that whether I receive an incentive award

payment and, if so, in what amount, is entirely up to the Court. I also understand that the incentive awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award.

14. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

15. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 4, 2022

By: Syed Abdul Nafay

SYED ABDUL NAFAY

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, 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,
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-CLP

DECLARATION OF ELIZABETH PERSAK

I, **ELIZABETH PERSAK** declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.

2. On December 28, 2018, I leased a 2019 Toyota Highlander from Fred Anderson Toyota in Raleigh, North Carolina.

3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. I received a Recall Notice in February 2020 and brought my vehicle back to Fred Anderson Toyota on February 26, 2020. At the time, it suffered from sluggish acceleration, but it had not stalled.

5. My car remained unrepaired at the auto repair shop for five (5) months because the part was not available. The repairs were completed on June 30, 2020. During this time, I was given a far lesser vehicle as a loaner car and I was required to continue making lease payments of \$380.59 per month on my Highlander.

6. In August 2020, I contacted one of plaintiffs' counsel regarding my Toyota's Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

7. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

8. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions regarding what happened and is happening with my Toyota Highlander. The communications included, among other things, initial conversations regarding the issues with my Toyota Highlander,

verifying information prior to joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required information.

9. I reviewed the terms of settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

10. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent twenty (20) hours traveling to and from and communicating with employees of Fred Anderson Toyota and others regarding the fuel pump in my Highlander, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

11. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their

vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendants. My car was not inspected at Defendants' request, and I understand that counsel will be applying for a class representative award of \$2,500.

12. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely up to the Court. I also understand that the incentive awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award.

13. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

14. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 10, 2022

By:


ELIZABETH PERSAK

**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, 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,
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-CLP

DECLARATION OF ZINA PRUITT

I, **ZINA PRUITT**, declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.
2. On January 20, 2019, I purchased a 2019 Lexus RX 350 from Lexus of Birmingham in Birmingham, Alabama.

3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. On January 21, 2020, I received notice from Toyota confirming my 2019 Lexus RX 350 is equipped with a defective Denso low-pressure Fuel Pump. In July 2020, I received a Recall notice instructing me to bring my Lexus to my local Toyota dealership to obtain the Recall Repair. On July 20, 2020, I had the fuel pump repair completed. Toyota did not offer a free follow-up inspection of the replacement pump or an extended warranty for the part.

5. In January 2020, I contacted one of plaintiffs' counsel regarding my Lexus' Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

6. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

7. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions regarding what happened and is happening with my Lexus. The communications included, among other things, initial conversations regarding the issues with my Lexus, verifying information prior to joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and

searched my emails, files, and other documents to make sure I gave them all of the required information.

8. I reviewed the terms of settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

9. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent 20 or more hours traveling to and from and communicating with employees of Lexus of Birmingham in Birmingham, Alabama, and others regarding the fuel pump in my Lexus, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

10. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendants. My vehicle was not inspected at Defendants' request, and I understand that counsel will be applying for a class representative award of \$2,500.

11. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely up to the Court. I also understand that the incentive awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award.

12. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

13. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 8th, 2022

By: *Zina N. Pruitt*
ZINA PRUITT

**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, 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,
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-CLP

DECLARATION OF BRUCE PULEO

I, **BRUCE PULEO**, declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.
2. On June 1, 2018, I leased a 2018 Toyota Corolla from Westchester Foreign Autos in Yonkers, New York. On May 17, 2019, I leased a Toyota Highlander from Westchester Foreign Autos

in Yonkers, New York. I have since purchased both vehicles.

3. My vehicles suffered from the Fuel Pump Defect because the impeller in my vehicles' fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. In early 2020, I received notice from Toyota confirming my 2018 Toyota Corolla was equipped with a defective Denso low-pressure Fuel Pump.

5. Later in 2020, I received a Recall notice instructing me to bring my Toyota Highlander to my local Toyota dealership to obtain the Recall Repair.

6. On September 15, 2020, I received the Recall Repair for my 2019 Toyota Highlander at Paul Miller Toyota of West Caldwell.

7. On September 17, 2020, I received the Recall Repair for my 2018 Toyota Corolla at Paul Miller Toyota of West Caldwell.

8. In neither instance, was I offered a free follow-up inspection or an extended warranty for the replacement pump.

9. In April 2020, following a series of emails and conversations regarding my Toyota Corolla and Toyota Highlander's Fuel Pump Defect, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

10. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

11. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions

regarding what happened and is happening with my Toyota Corolla and Toyota Highlander. The communications included, among other things, initial conversations regarding the issues with my Toyota Corolla and Toyota Highlander, verifying information prior to joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pumps fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required information.

12. I reviewed the terms of the settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

13. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent 10 hours traveling to and from, and communicating with employees of Westchester Foreign Autos in Yonkers, New York and Paul Miller Toyota in West Caldwell, NJ, and others regarding the fuel pumps in my Toyota Corolla and Toyota Highlander, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at

counsel's request.

14. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendants. My cars were not inspected at Defendants' request, and I understand that counsel will be applying for a class representative award of \$2,500.

15. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely up to the Court. I also understand that the incentive awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award.

16. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

17. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 4, 2022

By:



BRUCE PULEO

**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, ISSAC
TORDJMAN, JAMES HETTINGER, DIEU
LE, CHRIS BOHN, DANIEL DEWEERDT,
CRAIG BOXER, BETTY DENDY, PAYAM
RASTEGAR, KRISTI ROCK, JENNIFER
CHALAL, JOHN TORRANCE, LENARD
SHOEMAKER, MICHAEL MITCHELL,
ROBERT SKELTON, JEFFREY JONES,
PAYAM RASTEGAR, 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-CLP

DECLARATION OF PAYAM RASTEGAR

I, **PAYAM RASTEGAR** declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.
2. I bought a 2019 Toyota Corolla XSE from Toyota Priority in Springfield, Virginia in December 2018.
3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's

fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. I received a Recall Notice in the mail in early to mid-2020, but I did not bring the car in for repair immediately because my family was suffering with COVID, and we were in quarantine.

5. I ultimately brought my car to the dealership, and it received the Recall Repair. Although I requested a loaner vehicle from Toyota Priority, my request was denied. The Recall Repair was completed the following day.

6. On May 20, 2020, I contacted one of plaintiffs' counsel regarding my Toyota's Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

7. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

8. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions regarding what happened and is happening with my Toyota. The communications included, among other things, initial conversations regarding the issues with my Toyota, verifying information prior to joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required

information.

9. I reviewed the terms of settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

10. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent six (6) hours traveling to and from and communicating with employees of Koons Tysons Corner Toyota others regarding the fuel pump in my Corolla, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

11. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendants. My car was not inspected at Defendants' request, and I understand that counsel will be applying for a class representative award of \$2,500.

12. I have been informed and understand that whether I receive an incentive award

payment and, if so, in what amount, is entirely up to the Court. I also understand that the incentive awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award.

13. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

14. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 4, 2022

By:  11/4/2022

PAYAM RASTEGAR

**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, 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,
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-CLP

DECLARATION OF KRISTI ROCK

I, **KRISTI ROCK**, declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.

2. On January 21, 2020, I purchased a 2018 Lexus RX 350 from Lexus of Dayton in Dayton, Ohio.

3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. I purchased my Class Vehicle because Lexus of Dayton expressly represented that the vehicle was not included in the Recall, and they certified it. However, I subsequently learned from Lexus customer service that my vehicle was subject to the Recall. I repeatedly reported the discrepancy to Lexus of Dayton, as well as present my vehicle for repair, but they failed to take corrective action.

5. In June 2020, I received a telephone call from my Lexus dealer regarding the Recall notice and confirming my 2018 Lexus RX 350 is equipped with a defective Denso low-pressure Fuel Pump. I was instructed to bring my Lexus to my local Toyota dealership to obtain the Recall Repair. On June 24, 2020, I received the Recall Repair from Toyota. Toyota did not offer a free follow-up inspection of the replacement pump or an extended warranty for the part.

6. In April 2020, I contacted one of plaintiffs' counsel regarding my Lexus fuel pump defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

7. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

8. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions

regarding what happened and is happening with my Lexus. The communications included, among other things, initial conversations regarding the issues with my Lexus, verifying information prior to the joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required information.

9. I reviewed the terms of settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

10. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent 25 hours traveling to and from and communicating with employees of Lexus of Dayton, Ohio and others regarding the fuel pump in my Lexus, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

11. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendant. My vehicle was not inspected at Defendants' request, and I understand that counsel will be applying for a class representative aware of \$2500.00.

12. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely up to the Court. I also understand that the incentive awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award.

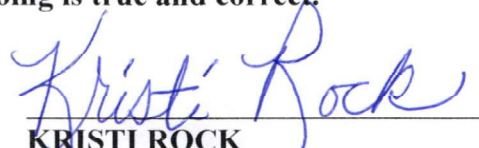
13. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

14. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 8, 2022

By:


KRISTI ROCK

**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, 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,
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-CLP

DECLARATION OF MARLENE RUDOLPH

I, **MARLENE RUDOLPH**, declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.
2. In March 2019, I leased a 2019 Lexus ES350 from JM Lexus in Margate, Florida.
3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's

fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. Shortly after leasing my vehicle, I experienced symptoms associated with the Fuel Pump Defect. Specifically, my car hesitated before accelerating when I depressed the accelerator pedal. In some instances, my vehicle would fail to start, as identified in the Recall. I reported these experiences to Palm Beach Lexus, but they were unable to cure the problems.

5. On April 6, 2020, I received a notification from Lexus Enform that the Recall affected my vehicle. I contacted Palm Beach Lexus about the Recall, and they informed me that my vehicle was included in the Recall, but they could not repair it, nor did they know the remedy rollout date. The dealer provided me a loaner vehicle of lesser value.

6. I received the Recall Repair from Toyota on or about June 26, 2020. Toyota did not offer a free follow-up inspection of the replacement pump or an extended warranty for the part.

7. After having the recall repair, I have not had any problems with the vehicle related to the fuel pump.

8. In March 2020, I contacted one of plaintiffs' counsel regarding my Lexus' Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

9. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

10. Since joining the case, I periodically communicated with my attorneys to keep

myself updated regarding what was happening in the case and to answer my attorneys' questions regarding what happened and is happening with my Lexus. The communications included, among other things, initial conversations regarding the issues with my Lexus, verifying information prior to the joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required information.

11. I reviewed the terms of settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

12. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent 15 hours traveling to and from and communicating with employees of Palm Beach Lexus, in Palm Beach, Florida, and others regarding the fuel pump in my Lexus, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information

at counsel's request.

13. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendant. My vehicle was not inspected at Defendants' request, and I understand that counsel will be applying for a class representative award of \$2,500

14. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely up to the Court. I also understand that the incentive awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award.

15. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

16. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 10, 2022

By: Marlene Rudolph (by consent)
MARLENE RUDOLPH

**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, 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,
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-CLP

DECLARATION OF RHONDA SANFILIPO

I, **RHONDA SANFILIPO**, declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.

2. On November 30, 2018, I leased a new 2019 Lexus NX300 from Dorschel Lexus in Rochester, New York.

3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. Shortly after leasing my vehicle, I experienced symptoms associated with the Fuel Pump Defect. My vehicle hesitated before accelerating when depressing the accelerator pedal and at other times, it stumbled and lurched before accelerating. In addition, it occasionally experienced rough idling. I reported this behavior to Dorschel Lexus, but the dealer failed to cure the issue.

5. I received the Recall Letter from Toyota on February 12, 2020. I contacted Dorschel Lexus about the Recall, but the dealer informed me they could not repair the Fuel Pump or offer a repair rollout date. I reported this to the Lexus Division of Toyota Motor Sales USA by certified mail, return receipt requested, but it failed to cure the defective Fuel Pump. In January 2021, I received another Recall Notice from Toyota. On June 4, 2021, I had the fuel pump recall repair completed. Despite having the recall completed, I still experienced slight hesitation in acceleration. I was not provided a follow-up inspection, extended warranty, or further repair. Despite this, I continued to make my lease payments until January 2022, when the lease terminated.

6. In March 2020, I contacted one of plaintiffs' counsel regarding my Lexus' Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

7. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

8. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions regarding what happened and is happening with my Lexus. The communications included, among other things, initial conversations regarding the issues with my Lexus, verifying information prior to the joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required information.

9. I reviewed the terms of settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

10. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent approximately 22 or more hours traveling to and from and communicating with employees of Dorschel Lexus in Rochester, New York, and others regarding the fuel pump in my

Lexus, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

11. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendant. My vehicle was not inspected at Defendants' request, and I understand that counsel will be applying for a class representative award of \$2,500.

12. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely up to the Court. I also understand that the incentive awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award.

13. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

14. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 8, 2022

By:


RHONDA SANFILOPO

**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, 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,
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-CLP

DECLARATION OF LENARD SHOEMAKER

I, **LENARD SHOEMAKER**, declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.
2. In June 2018, I purchased a 2018 Toyota Tundra from Toyota of Scranton in Scranton, Pennsylvania.

3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. In July 2020, I received a Recall notice instructing me to bring my Tundra to my local Toyota dealership to obtain the Recall Repair.

5. Based on my experience, the Recall Repair appears to have fixed the problem with the impeller in the fuel pump.

6. On May 23, 2020, I contacted one of plaintiffs' counsel regarding my Tundra's Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

7. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

8. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions regarding what happened and is happening with my Tundra. The communications included, among other things, initial conversations regarding the issues with my Tundra, verifying information prior to joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required

information.

9. I reviewed the terms of settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and warranty coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program, and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

10. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent 30 hours traveling to and from and communicating with employees of Toyota of Scranton in Scranton, Pennsylvania, and others regarding the fuel pump in my Tundra, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

11. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendants. My car was not inspected by Defendants, and I understand that counsel will be applying for a class representative award of \$2,500. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely

up to the Court. I also understand that the incentive awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

12. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 2, 2022

By: /s/ Lenard Shoemaker (by consent)
LENARD SHOEMAKER

**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, 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,
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-CLP

DECLARATION OF CHERYL SILVERSTEIN

I, **CHERYL SILVERSTEIN**, declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.
2. in June 2018, I leased a 2018 Toyota Tacoma from Earnhardt Toyota in Mesa Arizona.

3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. On May 14, 2020, I received notice from Toyota confirming my 2018 Toyota Tacoma is equipped with a defective Denso low-pressure Fuel Pump. I immediately drove the car to the dealership to get my Tacoma repaired.

5. Earnhardt Toyota completed the repair on September 30, 2020, 4 ½ months after I dropped it off to be repaired because the part was not available. Despite not having use of my vehicle, I was contractually obligated to continue to make lease payments of \$491 per month.

6. I was initially given a Toyota Corolla as a loaner vehicle which was inadequate for my business needs. I was later given a larger vehicle.

7. In January 2020, I contacted one of plaintiffs' counsel regarding my Toyota's Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

8. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

9. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions

regarding what happened and is happening with my Toyota Tacoma. The communications included, among other things, initial conversations regarding the issues with my vehicle, verifying information prior to joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required information.

10. I reviewed the terms of the settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

11. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent more than thirty (30) hours traveling to and from and communicating with employees of Earnhardt Toyota in Mesa Arizona, and others regarding the fuel pump in my Toyota, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

12. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendant.

13. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely up to the Court. I also understand that the incentive awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award.

14. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

15. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 3, 2022

By: 
CHERYL SILVERSTEIN

**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, 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,
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-CLP

DECLARATION OF ROBERT SKELTON

I, **ROBERT SKELTON**, declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.
2. In December 2018, I purchased a 2018 Toyota Camry from Red McCombs Toyota in San Antonio, Texas.

3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. On July 3, 2020, I received a Recall notice instructing me to bring my Camry to my local Toyota dealership to obtain the Recall Repair.

5. Based on my experience, the Recall Repair appears to have fixed the problem with the impeller in the fuel pump.

6. On November 2, 2020, I contacted one of plaintiffs' counsel regarding my Camry's Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

7. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

8. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions regarding what happened and is happening with my Camry. The communications included, among other things, initial conversations regarding the issues with my Camry, verifying information prior to joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required

information.

9. I reviewed the terms of settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

10. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent 7 hours traveling to and from and communicating with employees of Red McCombs Toyota in San Antonio, Texas, and others regarding the fuel pump in my Camry, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

11. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendants. My car was not inspected by Defendants, and I understand that counsel will be applying for a class representative award of \$2,500. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely

up to the Court. I also understand that the incentive awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

12. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 2, 2022

By: 

ROBERT SKELTON

**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, 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,
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-CLP

DECLARATION OF ISAAC TORDJMAN

I, **ISAAC TORDJMAN** declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.
2. On March 15, 2018, I leased a 2018 Lexus RX 350 from Lexus of North Miami in North Miami, Florida. My lease payment on the car was approximately \$600 per month.

3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. Prior to the first Recall Repair, my car stalled twice while driving down the highway making it unsafe to drive.

5. The first time my car stalled while driving was prior to June 2020. In June, it stalled again while I was driving the vehicle. At this point, I called the dealer and scheduled an appointment, but was not able to get an appointment until late June or early July 2020. When I brought it in for the appointment, the dealer informed me about the recall notice. I had not received a recall notice prior to that time. The dealer kept my car for approximately one week to perform the Recall Repair.

6. My car received the Recall repair on or about June 2020. After the Recall Repair was completed, my car continued to sputter and stall. As a result, I brought it back to the dealer for a second Recall repair in September 2020. I returned my car at the end of my lease.

7. On May 19, 2020, I contacted one of plaintiffs' counsel regarding my Lexus' Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

8. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or

conflicts with the interests of the Class.

9. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions regarding what happened and is happening with my Lexus. The communications included, among other things, initial conversations regarding the issues with my Lexus, verifying information prior to joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required information.

10. I reviewed the terms of settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

11. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent twenty (20) hours traveling to and from and communicating with employees of

Lexus of North Miami, Florida and others regarding the fuel pump in my Lexus, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request. Because I was missing documents, I was required to gather warranty information and my lease documents from LEXUS.

12. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendants. My car was not inspected at Defendants' request, and I understand that counsel will be applying for a class representative award of \$2,500.

13. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely up to the Court. I also understand that the incentive awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award.

14. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

15. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 3, 2022

By:



ISAAC TORDJMAN

**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, 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,
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-CLP

DECLARATION OF JOHN TORRANCE

I, JOHN TORRANCE, declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.
2. On November 23, 2019, I purchased a 2019 Toyota Highlander from Toyota of Scranton, in Scranton, Pennsylvania.

3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. My vehicle experienced symptoms associated with the defect at approximately 25,000 miles.

5. On January 21, 2020, I received the Recall Repair from Toyota..

6. In May 2020, I contacted one of plaintiffs' counsel regarding my Toyota's Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

7. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

8. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions regarding what happened and is happening with my Toyota. The communications included, among other things, initial conversations regarding the issues with my Toyota, verifying information prior to joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required information.

9. I reviewed the terms of settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

10. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent 8 hours traveling to and from and communicating with employees of Toyota of Scranton, in Scranton, Pennsylvania, and others regarding the fuel pump in my Toyota, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

11. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendants. My car was not inspected at Defendants' request, and I understand that counsel will be applying for a class representative award of \$2,500.

12. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely up to the Court. I also understand that the incentive

awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award.

13. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

14. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 3rd, 2022

By:


JOHN TORRANCE

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, 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,
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-CLP

DECLARATION OF RONALD J. ZIMMERMAN

I, RONALD J. ZIMMERMAN, declare as follows:

1. I am a named Plaintiff in the above-captioned case. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.
2. In April 2019, I purchased a 2019 Toyota Highlander from Earnhardt Toyota of Mesa, in Mesa, Arizona.

3. My vehicle suffered from the Fuel Pump Defect because the impeller in my vehicle's fuel pump started absorbing fuel and deforming the moment it was exposed to gasoline.

4. On January 21 2020, I received the Recall Repair from Toyota.

5. In June 2020, I contacted one of plaintiffs' counsel regarding my Toyota's Fuel Pump Defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case. These firms were retained to prosecute my claims as a class action, and I agreed to act as a representative plaintiff in the litigation. I understand that as a class representative, I have a duty to put the Class' interests ahead of my own individual interests and to act in the best interests of the Class.

6. My interests are aligned with those of the Class. Throughout the course of the litigation, I have sought to maximize the benefits recovered for the problems identified that can impede the proper functioning of the Class Vehicles' fuel pumps. I have no interest that is antagonistic to or conflicts with the interests of the Class.

7. Since joining the case, I periodically communicated with my attorneys to keep myself updated regarding what was happening in the case and to answer my attorneys' questions regarding what happened and is happening with my Toyota. The communications included, among other things, initial conversations regarding the issues with my Toyota, verifying information prior to joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the fuel pump fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I communicated with my attorneys on multiple occasions, via email and telephone, and searched my emails, files, and other documents to make sure I gave them all of the required information.

8. I reviewed the terms of settlement and believe that the benefits provided by the settlement represent an excellent result for the Class. I am pleased that the settlement provides

owners of Class Vehicles significant benefits, including Toyota's provision of a Customer Support Program and Extended New Parts Warranty following the final approval of the proposed settlement and, if necessary, repairs to the fuel pumps at no cost to them, and coverage for these covered parts for fifteen (15) years from first use of the vehicle for the non-recalled vehicles under the Customer Support Program and 15 years from July 15, 2021, or 150,000 miles, whichever comes first, under the Extended New Parts Warranty. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Support Program and Extended New Parts Warranty as well as towing are important benefits. It is also fair and valuable that those who paid to have covered parts replaced or repaired can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

9. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent 40 hours traveling to and from and communicating with employees of Earnhardt Toyota of Mesa, in Mesa, Arizona, and others regarding the fuel pump in my Toyota, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

10. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$3,500 for Class Representatives who had their vehicles inspected by the Defendants and \$2,500 for Class Representatives who did not have their vehicles inspected by the Defendants. My car was not inspected at Defendants' request, and I understand that counsel will be applying for a class representative award of \$2,500.

11. I have been informed and understand that whether I receive an incentive award payment and, if so, in what amount, is entirely up to the Court. I also understand that the incentive awards are to be considered by the Court separately from whether the settlement is fair, reasonable, and adequate, and that if the Court declines to award the requested incentive awards, that

determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on an incentive award.

12. I also endorse the application for attorneys' fees by plaintiffs' counsel. I believe plaintiffs' counsel should be awarded fair compensation for their significant efforts since before the inception of this litigation, for the excellent result achieved, and the substantial risks undertaken in this litigation. I also believe that the litigation expenses being requested are reasonable and necessary for the prosecution and successful resolution of the action.

13. I recommend the settlement based on my belief that it is fair and reasonable and in the best interest of the proposed class.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 8, 2022

By:


RONALD J. ZIMMERMAN