

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER, JOHN
F. PRENDERGAST, RAYMOND and
ROSARIO ALVAREZ, KAREN EASON,
JENNIFER SOWERS, JENNIFER
FRANKLIN, JORDAN AMRANI, CRYSTAL
GILLESPIE, MELISSA STALKER, DILLEN
STEEBY, PAULA McMILLIN, JOSEPH C.
HARP Jr., and JAMES and MELISSA JUGO
TINNEY, individually and on behalf of
all others similarly situated,

v.

TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA, INC.,
TOYOTA MOTOR SALES, USA, INC.,
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC. and TOYOTA MOTOR
MANUFACTURING, INDIANA, INC.

CASE NO. 3:17-CV-01091-VAB

**UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT
AND CERTIFICATION OF
SETTLEMENT CLASS**

Plaintiffs Ned Simerlein, James Eckhoff, Maricel Lopez, Craig Kaiser, John F. Prendergast, Raymond and Rosario Alvarez, Karen Eason, Jennifer Sowers, Jennifer Franklin, Jordan Amrani, Crystal Gillespie, Melissa Stalker, Dillen Steeby, Paula McMillin, Joseph C. Harp Jr., and James and Melissa Jugo Tinney (“Plaintiffs”), individually and on behalf of all others similarly situated, respectfully submit this unopposed Motion pursuant to Rule 23 of the Federal Rules of Civil Procedure for entry of an Order:

1. Confirming that the Class Action Settlement is fair, reasonable, and adequate, and in the best interest of the Class and is in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution

(including the Due Process Clause), the Class Action Fairness Act, and any other applicable law;

2. Granting final approval of the Class Action Settlement, including the Settlement Agreement and all exhibits thereto;

3. Confirming that the Class meets all applicable requirements of Fed. R. Civ. P. 23(a) and (b)(3);

4. Confirming Certification of the nationwide Class for settlement purposes only;

5. Confirming that the Class Notice is reasonable and adequate and meets all the applicable requirements of Fed. R. Civ. P. 23(a) and (b)(3):

6. Confirming that the Class notice was provided to governmental authorities in compliance with the Class Action Fairness Act, 28 U.S.C. § 1715(d);

7. Overruling all objections to the Settlement;

8. Finding that the form content, and methods of disseminating Class Notice of the Settlement constituted the best notice practicable under the circumstances and satisfied requirements of Fed. R. Civ. P. 23(c) and the United States Constitution (including the due process clause);

9. Releasing the claims of all Class Members in accordance with the terms of the Settlement;

10. Dismissing the Action with prejudice as provided for by the Settlement;
and

11. Issuing a permanent injunction;

12. Dismissing the Action with prejudice as provided for by the Settlement;
and

13. Issuing related relief, as appropriate.

Contemporaneously filed with this Motion are Plaintiffs' Memorandum of Law; the Declaration of Jeanne C. Finegan; and the Declaration of each Plaintiff. All other supporting declarations and exhibits, pleadings, records, and papers are on file with the Court in this Action.

A proposed Final Order and a proposed Final Judgement are submitted contemporaneously herewith.

Respectfully submitted,

PLAINTIFFS

By: /s/ David A. Slossberg

**HURWITZ SAGARIN SLOSSBERG
& KNUFF, LLC**

David A. Slossberg (ct13116)

Jeffrey P. Nichols (ct29547)

147 North Broad Street

Milford, CT 06460

Tel: 203-877-8000

Fax: 203-878-9800

dslossberg@hssklaw.com

jnichols@hssklaw.com

Liaison Counsel for Plaintiffs

**WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLP**

Demet Basar

Kate McGuire

Lydia Keaney Reynolds

270 Madison Ave.

New York, New York 10016

Tel.: (212) 545-4600

Fax: (212) 686-0114

basar@whafh.com

mcguire@whafh.com

reynolds@whafh.com

**BEASLEY, ALLEN, CROW,
METHVIN, PORTIS & MILES, P.C.**
W. Daniel "Dee" Miles III
H. Clay Barnett, III
272 Commerce Street
Montgomery, AL 36104
Tel: 334/269-2343
Dee.Miles@Beasleyallen.com
Clay.Barnett@Beasleyallen.com

DICELLO LEVITT & CASEY LLC
Adam J. Levitt
Ten North Dearborn Street, 11th Floor
Chicago, IL 60602
Tel: 312/214-7900
alevitt@dlcfirm.com

Class Counsel

Additional Plaintiffs' Counsel:

COHEN & MALAD, LLP
David Cutshaw
Vess Miller
One Indiana Square, Suite 1400
Indianapolis, IN 46204
Tel: (317) 636-6481
Fax: (317) 636-2593
dcutshaw@cohenandmalad.com
vmiller@cohenandmalad.com

**FORCHELLI DEEGAN
TERRANA LLP**
Elbert F. Nasis
The Omni
333 Earle Ovington Blvd., Suite 1010
Uniondale, New York 11553
Tel: (516) 248-1700
Fax: (866) 644-6119
enasis@forchellilaw.com

CERTIFICATE OF SERVICE

I hereby certify that on May 10, 2019, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF system.

/s/ David A. Slossberg

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER, JOHN
F. PRENDERGAST, RAYMOND and
ROSARIO ALVAREZ, KAREN EASON,
JENNIFER SOWERS, JENNIFER
FRANKLIN, JORDAN AMRANI, CRYSTAL
GILLESPIE, MELISSA STALKER, DILLEN
STEEBY, PAULA McMILLIN, JOSEPH C.
HARP Jr., and JAMES and MELISSA JUGO
TINNEY, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA,
INC., TOYOTA MOTOR SALES, USA, INC.,
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC., and TOYOTA MOTOR
MANUFACTURING, INDIANA, INC.,

Defendants.

Case No. 3:17-cv-01091-VAB

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF
UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT
AND CERTIFICATION OF SETTLEMENT CLASS**

TABLE OF CONTENTS

TABLE OF AUTHORITIES iv

I. INTRODUCTION 1

II. BACKGROUND 4

III. THE SETTLEMENT 7

 A. Class Definition 7

 B. Settlement Negotiations 8

 C. Informal and Confirmatory Discovery..... 9

 D. Benefits to the Class under the Settlement Agreement..... 9

 1. Customer Confidence Program..... 9

 2. Loaner Vehicles to Class Members during Repair 13

 3. Reimbursement of Previously Incurred Expenses for Repairs to Covered
 Parts..... 13

 4. Robust Notice Program..... 14

 E. The Release..... 14

IV. ATTORNEYS’ FEES, COSTS AND EXPENSES AND CLASS
 REPRESENTATIVE SERVICE AWARDS 15

V. ARGUMENT 16

 A. The Settlement Is Fair, Reasonable, and Adequate. 16

 1. The Complexity, Expense, and Likely Duration of the Litigation Support
 Approval of the Settlement 18

 2. The Reaction of the Class to the Settlement 19

 3. The Stage of the Proceedings and the Amount of Discovery Completed
 Support Approval of the Settlement 20

 4. The Risks of Establishing Liability and Damages Support Approval of the
 Settlement 21

 5. The Risks of Maintaining the Class Action through Trial Support
 Approval of the Settlement 22

6.	Defendants’ Ability to Withstand Greater Judgment.....	23
7.	The Range of Reasonableness of the Settlement Fund in Light of the Best Possible Recovery and in Light of All of the Attendant Risks of Litigation	24
B.	In Addition to Warranting Approval under the <i>Grinnell</i> Factors, the Settlement Is Procedurally Fair.....	26
C.	The Terms of the Proposed Attorneys’ Fees Are Reasonable and Will Not Reduce the Benefits to the Class.....	27
D.	The Settlement Class Satisfies Rules 23(a) and 23(b)(3).	28
1.	Rule 23(a) Is Satisfied.....	29
a.	The Class Is Sufficiently Numerous	29
b.	There Are Common Questions of Law and Fact	29
c.	The Class Representatives’ Claims Are Typical of Those of Other Class Members	31
d.	The Class Representatives Will Fairly and Adequately Protect the Interests of the Class.....	32
E.	This Action Meets the Requirements of Rule 23(b)(3)	33
1.	Common Issues of Law and Fact Predominate.....	33
2.	Class Treatment Is Superior.....	35
3.	The Class Is Ascertainable.....	35
4.	Plaintiff’s Counsel Should Be Confirmed as Class Counsel for the Proposed Class pursuant to Rule 23(g).....	36
VI.	A PERMANENT INJUNCTION IS WARRANTED	36
VII.	CONCLUSION.....	38

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>In re Aggrenox Antitrust Litigation</i> , No. 3:14-MD-02516 (SRU), 2018 WL 1183734 (D. Conn. Mar. 6, 2018).....	26
<i>Amchem Prods. Inc. v. Windsor</i> , 521 U.S. 591 (1997).....	33, 35
<i>Amgen Inc. v. Conn. Ret. Plans & Trust Funds</i> , 133 S. Ct. 1184 (2013).....	33
<i>In re AOL Time Warner S'holder Derivative Litig.</i> , No. 02 Civ. 6302 (SWK), 2006 WL 2572114 (S.D.N.Y. Sept. 6, 2002)	24
<i>In re Austrian & German Bank Holocaust Litig.</i> , 80 F. Supp. 2d 164 (S.D.N.Y. 2000).....	18
<i>In re Baldwin-United Corp. (Single Premium Deferred Annuities Ins. Litig.)</i> , 770 F.2d 328 (2d Cir. 1985).....	37
<i>Berkson v. Gogo LLC.</i> , No. 14-CV-1199, 2016 WL 1376544 (E.D.N.Y. Apr. 5, 2016)	37
<i>Blessing v. Sirius Xm Radio, Inc.</i> , 507 F. App'x 1 (2d Cir. 2012)	27
<i>Carriuolo v. GM Co.</i> , 823 F.3d 977 (11th Cir. 2016)	34
<i>Charron v. Wiener</i> , 731 F.3d 241 (2d Cir. 2013).....	32
<i>Cholakyan v. Mercedes-Benz USA, LLC</i> , 281 F.R.D. 534 (C.D. Cal. 2012).....	23
<i>In re Citigroup, Inc. Sec. Litig.</i> , 965 F. Supp. 2d 369, 384 (S.D.N.Y. 2013).....	24
<i>City of Detroit v. Grinnell Corp.</i> , 495 F.2d 448	17, 18, 19, 20, 21, 23, 24, 26
<i>Collins v. Olin Corp.</i> , No. 03cv945 (CFD), 2010 WL 1677764 (D. Conn. Apr. 21, 2010).....	17

Combs et al. v. Toyota Motor Corporation et al.,
Case No. 2:17-cv-04633-VAP-AFM (C.D. Cal.)1, 2, 5, 6, 8, 36

Comcast Corp. v. Behrend,
569 U.S. 27 (2013).....22

Consol. Rail Corp. v. Town of Hyde Park,
47 F.3d 473 (2d Cir. 1995).....29

Daigle v. Ford Motor Co.,
Civ. No. 09- 3214, 2012 WL 3113854 (D. Minn. July 31, 2012)23

D’Amato v. Deutsche Bank.,
236 F.3d 78, 86-87 (2d Cir. 2001)19, 23

Edwards v. N. Am. Power & Gas, LLC,
No. 3:14-cv-01714(VAB), 2018 WL 3715273
(D. Conn. Aug. 3, 2018)17, 18, 19, 20, 21, 22, 24, 26, 29, 37

In re Flag Telecom Holdings, Ltd. Sec. Litig.,
574 F.3d 29 (2d Cir. 2009).....32

In re Ford Motor Co. E-350 Van Prods. Liab. Litig.,
Civ. No. 03-4558, 2012 WL 379944 (D.N.J. Feb. 6, 2012)23

In re Global Crossing Securities and ERISA Litig.,
225 F.R.D. 436, 458 (S.D.N.Y. 2004)20, 26

Godson v. Eltman, Eltman, & Cooper, P.C.,
No. 1:11-CV-764 EAW, 328 F.R.D. 35 (W.D.N.Y. Oct. 23, 2018).....27

Gregorio v. Premier Nutrition Corp.,
No. 1:17-cv-05987-AT, 2019 U.S. Dist. LEXIS 940537

Gripenstraw v. Blazin’ Wings, Inc.,
No. 1:12-cv-00233-AWI-SMS, 2013 WL 6798926 (E.D. Cal. Dec. 19, 2013)35

Haddock v. Nationwide Fin. Servs., Inc.,
262 F.R.D. 97, 116 (D. Conn. 2009).....29

Henson v. Ciba-Geigy Corp.,
261 F.3d 1065, 1068 (11th Cir. 2001)37

Hughes v. The Ester C Co., NBTY, Inc.,
320 F.R.D. 337 (E.D.N.Y. 2017)22

In re IMAX Sec. Litig.,
283 F.R.D. 178, 186 (S.D.N.Y. 2012)28

Kaye v. Amicus Mediation & Arbitration Grp., Inc.,
300 F.R.D. 67 (D. Conn. 2014).....29

Keegan v. Am. Honda Motor Co.,
284 F.R.D. 504 (C.D. Cal. 2012)29, 30

Kemp-Delisser v. Saint Francis Hosp. & Med. Ctr.,
No. 3:15-CV-1113 (VAB), 2016 WL 10033380 (D. Conn. July 12, 2016)17, 20, 23, 26, 27

In re Longwei Petroleum Inv. Holding Ltd. Sec. Litig.,
No. 13 Civ. 214 (RMB)(RLE), 2017 WL 2559230 (S.D.N.Y. May 22, 2017).....35

Luppino v. Mercedes Benz USA,
718 F. App'x 143 (3d Cir. 2017)23

Marisol A. by Forbes v. Giuliani,
126 F.3d 372 (2d Cir. 1997).....31

McArthur v. Edge Fitness, LLC,
No. 3:17-CV-1554 (RMS), 2019 WL 718540 (D. Conn. Feb. 20, 2019).....17

Menkes v. Stolt-Nielsen S.A.,
270 F.R.D. 80 (D. Conn. 2010).....29, 30, 32

Mills v. Elec. Auto-Lite Co.,
396 U.S. 375, 395 (1970).....24

Moeller v. Advance Magazine Publr., Inc.,
No. 15-cv-05671-NRB, 2019 U.S. Dist. LEXIS 37795.....37

Motley v. Jaguar Land Rover N. Am., LLC,
No. X03CV84057552S, 2012 WL 5860477 (Super. Ct. Conn. Nov. 1, 2012)34

In re NASDAQ Market-Makers Antitrust Litig.,
187 F.R.D. 465, 474 (S.D.N.Y. 1998)26

Nguyen v. Nissan N. Am., Inc.,
No. 16-CV-05591-LHK, 2018 WL 1831857 (N.D. Cal. Apr. 9, 2018)23

In re Nissan Radiator/Transmission Cooler Litig.,
No. 10cv7498, 2013 WL 4080946 (S.D.N.Y. May 30, 2013).....25, 34

Oscar v. BMW of N. Am., LLC,
No. 09 Civ. 11 (PAE), 2012 WL 2359964 (S.D.N.Y. June 19, 2012).....23

Parkinson v. Hyundai Motor Am.,
258 F.R.D. 580 (C.D. Cal. 2008).....35

In re Petrobras Sec. Litig.,
862 F.3d 250 (2d Cir. 2017).....35

In re Pfizer, Inc. S’holder Derivative Litig.,
780 F. Supp. 2d 336, 343 (S.D.N.Y. 2011).....19

Raymond v. Rowland,
220 F.R.D. 173, 179 (D. Conn. 2004).....29

Rincon-Marin v. Credit Control, LLC,
No. 3:17-cv-00007, 2018 WL 1035808 (D. Conn. 2018).....31

Robidoux v. Celani,
987 F.2d 931 (2d Cir. 1993).....29, 31, 32

Singleton v. Fifth Generation, Inc.,
No. 5:15-CV-474, 2017 WL 5001444 (N.D.N.Y. Sept. 27, 2017).....22

Skeen v. BMW of N. Am., Ltd. Liab. Co.,
No. 2:13-cv-1531-WHW-CLW, 2016 WL 4033969 (D.N.J. July 26, 2016)25, 30, 34

In re Sony SXRDRear Projection TV Class Action Litig.,
No. 06 Civ. 5173 (RPP), 2008 WL 1956267 (S.D.N.Y. May 1, 2008)25

In re Sturm, Ruger, & Co., Inc. Sec. Litig.
No. 3:09cv1293 (VLB), 2012 WL 3589610 (D. Conn. Aug. 20, 2012).....28

Sykes v. Mel S. Harris & Assocs. LLC,
780 F.3d 70 (2d Cir. 2015).....33

Tomassini v. FCA US LLC,
326 F.R.D. 375 (N.D.N.Y. 2018)23

In re U.S. Foodservice Inc. Pricing Litigation,
729 F.3d 108 (2d Cir. 2013).....33

In re Virtus Inv. Partners, Inc.,
No. 15cv1249, 2018 WL 6333657 (S.D.N.Y. Dec. 4, 2018).....17, 21, 24

Wal-Mart Stores, Inc. v. Dukes,
564 U.S. 338 (2011).....29

Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.,
396 F.3d 96 (2d Cir. 2005).....18, 19, 21, 26

Wilson v. LSB Indus.,
No. 15 Civ. 7614 (RA), 2018 WL 3913115 (S.D.N.Y. Aug. 13, 2018).....31

Wolin v. Jaguar Land Rover N. Am.,
LLC, 617 F.3d 1168 (9th Cir. 2010).....30, 34

Statutes

All Writs Act, 28 U.S.C. § 1651(a).....37

Other Authorities

Fed. R. Civ. P. 23.....1, 28
Fed. R. Civ. P. 23(a)4, 28, 29
Fed. R. Civ. P. 23(a)(1).....29
Fed. R. Civ. P. 23(a)(2).....29
Fed. R. Civ. P. 23(a)(3).....31,32
Fed. R. Civ. P. 23(a)(4).....32, 33
Fed. R. Civ. P. 23(b)(3).....4, 28, 33
Fed. R. Civ. P. 23(e)4, 16
Fed. R. Civ. P. 23(e)(2).....16, 17, 23
Fed. R. Civ. P. 23(g)33, 36

Plaintiffs,¹ on behalf of themselves and the proposed Class (defined below), respectfully submit this memorandum of law in support of their motion, pursuant to Federal Rule of Civil Procedure 23, for final approval of the settlement (“Settlement” or “Settlement Agreement”)² of this action, certification of the proposed Class for settlement purposes only, confirmation of the Court’s appointment of Class Representatives and Class Counsel, and related relief. Defendants Toyota Motor Corporation (“TMC”), Toyota Motor North America, Inc. (“TMNA”), Toyota Motor Sales, USA, Inc. (“TMS”), Toyota Motor Engineering & Manufacturing North America, Inc. (“TEMA”) and Toyota Motor Manufacturing, Indiana, Inc. (“TMMI”) (“Toyota” or “Defendants”) do not oppose the Motion.

I. INTRODUCTION

In this automotive defect class action, Plaintiffs secured a settlement that will confer significant benefits on the owners and lessees of an estimated 1.2 million model year 2011-2018 Toyota Siennas. Plaintiffs submitted the Settlement, described in detail below, in their Motion for Preliminary Approval, which this Court granted on January 14, 2019. The Settlement is fair, reasonable and adequate, and merits this Court’s final approval.³

¹ Plaintiffs are: Ned Simerlein, James Eckhoff, Maricel Lopez, Craig Kaiser, John Prendergast, Raymond and Rosario Alvarez, Karen Eason, Jennifer Sowers, Jennifer Franklin, Jordan Amrani, Crystal Gillespie, Melissa Stalker, Dillen Steeby, Paula McMillin, Joseph C. Harp Jr., and James and Melissa Jugo Tinney. Second Amended Class Action Complaint (“Second Amended Complaint” or “SAC”), ECF 80, ¶¶18-68. Citations in the form of “¶” are to the Second Amended Complaint.

² A copy of the Settlement Agreement (cited as “SA”) was filed with the Court on December 11, 2018 together with Plaintiffs’ motion for preliminary approval. ECF 85. Unless otherwise indicated, capitalized terms have the meanings given to them in the Settlement Agreement. *See* SA, § II.

³ The proposed Settlement settles the claims asserted by plaintiffs in this Action (the “*Simerlein* Plaintiffs”) as well those asserted by plaintiffs in the Related Action, *Combs et al. v. Toyota Motor Corporation et al.*, Case No. 2:17-cv-04633-VAP-AFM (C.D. Cal.) (“*Combs/Franklin* Plaintiffs” and, together with the *Simerlein* Plaintiffs, “Plaintiffs”). The *Combs/Franklin* Plaintiffs have joined this Action and all Plaintiffs’ claims are now before the Court in the Second Amended Complaint. If the Court grants final approval of the Settlement, the *Combs/Franklin* Plaintiffs and Toyota, within 5 business days of the issuance of the Final Order and Final Judgment, shall file a stipulation of dismissal with prejudice or substantial equivalent in the Related Action. SA, § IX.C.

This litigation arises from Toyota's December 2016 Safety Recall G04 for certain model year 2011 through 2016 Toyota Siennas with rear power sliding doors. According to the recall notice, if the sliding door operation of the affected doors is impeded, the sliding door motor circuit could overload and activate its fuse, and, if this occurs while the door is unlatched, the door could open while the vehicle is in motion. After conducting a comprehensive pre-filing investigation, the *Simerlein* Plaintiffs and the *Combs/Franklin* Plaintiffs commenced their respective actions against Toyota in June 2017, alleging that, in addition to the specific defect identified in the G04 Recall notice, the power sliding doors suffered from additional defects that could cause them to open and close independently, freeze in position and otherwise malfunction.

In the Settlement Agreement, Toyota agreed to implement a "Customer Confidence Program" under which Class Members are entitled to a free inspection of their Subject Vehicles' sliding doors by an authorized Toyota dealer within one year of the date of final approval of the Settlement. Class Members are entitled to this "Sienna Sliding Door Functional Inspection" regardless of whether they ever experienced a problem with their vehicles' sliding doors. If the inspection uncovers a problem with one or more Covered Components (defined below), Toyota will provide a repair free of charge.

Under the Customer Confidence Program, Class Members are also entitled to prospective coverage for repairs to their vehicles' sliding doors' cable sub-assembly, center hinge assembly, fuel door pin and fuel door hinge, and front and rear lock assemblies (the "Covered Components"), which the Parties identified are the possible causes for the doors to malfunction. Class Members are entitled to free repairs on the Covered Components for a period of ten years after the first use of the vehicle. This benefit "travels" with the vehicle such that if a vehicle is sold or its lease ends before the expiration of the ten-year period, the subsequent owner or lessee

is still entitled to the benefit. As a convenience and savings to Class Members, Toyota also agreed to provide loaner vehicles, free of charge, to Class Members whose vehicles are undergoing covered repairs.

The Customer Confidence Program adequately addresses Plaintiffs' overarching concerns in this litigation. The Sienna Sliding Door Functional Inspection, which is available at no cost to all Class Members for one year, is designed to uncover any potential problems with the sliding doors and fix them, thereby ensuring that the doors of the Subject Vehicles can be used as intended and passengers will not be exposed to potentially unsafe conditions. Toyota's free repairs of the Covered Components under the Customer Confidence Program, and provision of loaner vehicles to Class Members during the repairs, ensures that Class Members will not incur any expenses for repairs that may become necessary to address problems with the Covered Components in the future.

The Settlement also includes an out-of-pocket expense reimbursement program. All Class Members who, prior to the Initial Notice Date, incurred expenses to repair a condition that is covered by the Customer Confidence Program, are entitled to reimbursement through an orderly and consumer-friendly claims administration process that ensures prompt payment of eligible claims.

On January 14, 2019, this Court preliminarily approved the Settlement, provisionally certified the Class, appointed Plaintiffs as Class Representatives and their counsel as Class Counsel, approved the proposed Notice program and directed Notice to be disseminated to the Class in accordance with the Settlement Agreement. As set forth in the contemporaneously filed Declaration of Jeanne Finegan ("Finegan Decl."), the Notice program is complete and has been more successful than anticipated, reaching over 97% of a Class of more than 1.2 million

members, only two objected to the Settlement and 45 opted out (Finegan Decl., ¶¶ 4, 41), attesting to the fairness of the Settlement.

The Settlement is fair, reasonable and adequate as it provides concrete benefits to Class members and merits the Court's approval. Fed. R. Civ. P. 23(e). Further, as set forth in Section V.D, below, the proposed Class satisfies Rules 23(a) and 23(b)(3) and can be certified for settlement purposes.

II. BACKGROUND

On June 30, 2017, Plaintiff Simerlein filed this Action asserting class claims under Connecticut Unfair Trade Practices Act ("CUTPA") and the consumer protection statutes of various other states, express and implied warranty claims, a claim under the Magnuson-Moss Warranty Act on behalf of a proposed nationwide class, and unjust enrichment arising from the manufacture and sale of 2011-2016 Toyota Sienna minivans with allegedly defective doors. ECF 1. Simerlein alleged that the sliding doors of the Siennas are unsafe because they can open independently while on the road, close independently, freeze in position, and otherwise malfunction, thereby exposing passengers to the risk of injury. He alleged Toyota knew owners of the Subject Vehicles had reported having serious problems with their rear power sliding doors. He further alleged that Toyota marketed Siennas as safe and particularly appropriate for family use, and, given the potentials dangers posed by the doors, Toyota's marketing was materially misleading.

On October 6, 2017, Simerlein, along with additional named plaintiffs James Eckhoff, Maricel Lopez, Craig Kaiser, and John F. Prendergast, filed an amended complaint adding additional allegations about the nature and extent of the problems with the sliding power doors and the state law claims of the additional plaintiffs, and extending the proposed class to include owners of model year 2017 Siennas. ECF 36.

On December 20, 2017, the parties submitted a joint Rule 26(f) Report. ECF 46. On January 12, 2018, the Court entered a Scheduling Order governing this Action. ECF 51.

On December 4, 2017, the *Simerlein* Defendants filed their motion to dismiss the amended complaint contending this Court lacked jurisdiction over any claims brought on behalf of non-Connecticut Plaintiffs Eckhoff, Lopez, Kaiser and Prendergast. The *Simerlein* Defendants also argued that Plaintiff Simerlein's CUTPA claim did not meet the requisite pleading standards and that his other state law claims were not well-pled. The *Simerlein* Plaintiffs filed their opposition to the motion to dismiss on January 22, 2018, and on February 21, 2018, the *Simerlein* Defendants filed their reply in further support of their motion to dismiss. Plaintiffs subsequently moved to strike portions of the *Simerlein* Defendants' reply or, in the alternative, leave to file a sur-reply. The *Simerlein* Defendants opposed Plaintiffs' motion. The Court granted the *Simerlein* Plaintiffs' motion to file a sur-reply on August 1, 2018, and the *Simerlein* Plaintiffs filed their sur-reply the same day. The *Simerlein* Defendants' motion to dismiss is fully briefed.

On June 23, 2017, the *Combs/Franklin* Plaintiffs filed the Related Action in the United States District Court for the Central District of California. The *Combs/Franklin* Plaintiffs asserted class claims under various states' consumer protection statutes, express and implied warranty claims, a claim under the Magnuson-Moss Warranty Act on behalf of a proposed nationwide class, fraudulent omission, and an unjust enrichment claim arising from the manufacture and sale of 2011-2017 Toyota Sienna minivans with allegedly defective doors.

On October 6, 2017, the *Combs/Franklin* Plaintiffs filed their first amended complaint, which added Jennifer Franklin, Jordan Amrani, Dillen Steeby, and Paula McMillin as plaintiffs. On January 16, 2018, the *Combs/Franklin* Plaintiffs filed their second amended complaint naming Raymond and Rosario Alvarez, Karen Eason, and Jennifer Sowers as additional

plaintiffs and removing Tonya Combs as a plaintiff. Each of the amended complaints asserted state law claims on behalf of the new plaintiffs and included additional detailed factual allegations.

On February 20, 2018, the *Combs/Franklin* Defendants filed a motion to dismiss the second amended complaint, arguing that the *Combs/Franklin* Plaintiffs had not met the pleading requirements of Rule 9(b) for claims, including their statutory consumer claims, which sounded in fraud; that the warranty claims failed to allege a breach and were time-barred; and that all other claims alleged in the action lacked necessary factual and/or legal foundation. The *Combs/Franklin* Plaintiffs filed their opposition to that motion to dismiss on April 20, 2018, and on May 25, 2018, Toyota filed its reply in further support of the motion. That motion is fully briefed.

Subsequently, as settlement negotiations advanced, the Parties in both this Action and the Related Action sought and were granted adjournments of the scheduled hearings on the pending motions to dismiss in their actions.

On December 11, 2018, the *Simerlein* Plaintiffs filed the Second Amended Complaint adding the *Combs/Franklin* Plaintiffs as additional plaintiffs and asserting all Plaintiffs' claims for relief.⁴ Joint Declaration of Demet Basar, W. Daniel "Dee" Miles II, and Adam J. Levitt in Support of Plaintiffs' Motion for Preliminary Approval ("Joint Decl.") (ECF 86), ¶¶ 9-22.

On December 11, 2018, Plaintiffs also filed an unopposed motion for preliminary approval of the class settlement, directing notice to the class, and scheduling fairness hearing along with Plaintiffs' memorandum in support of their motion, a proposed order, and the

⁴ On December 18, 2018, the court in the Related Action pending in the United States District Court for the Central District of California, stayed the action pending final approval of the proposed Settlement.

Settlement Agreement. ECF 84. On January 9, 2019 Plaintiffs filed an amended memorandum of law in support of their motion for preliminary approval. ECF 105.

On January 14, 2019, this Court granted the motion for preliminary approval. ECF 107. The Court preliminarily approved the settlement and conditionally certified the proposed Settlement Class. The Court appointed Plaintiffs as Class Representatives and W. Daniel “Dee” Miles III of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., Adam Levitt of DiCello Levitt & Casey LLC, and Demet Basar of Wolf Haldenstein Adler Freeman & Herz LLP as Class Counsel. The Court approved the Long Form Notice and Direct Mail Notice and adopted the opt-out procedures ordering all exclusions be submitted by May 3, 2019. The Court also appointed Jeanne C. Finegan of Heffler Claims Group as the Settlement Notice Administrator, and ordered Notice to be disseminated to the Class beginning on March 1, 2019; and appointed Patrick A. Juneau and Thomas Juneau of Juneau David, APLC as Settlement Claims Administrators to administer the out-of-pocket claims reimbursement process. *Id.*

On February 8, 2019 the Court issued an order approving the formatted Long Form Notice, including clarifying edits regarding “eligible Class Members” who shall receive a Loaner Vehicle as set forth in Section III. A. 2 of the Settlement Agreement. ECF 111.

III. THE SETTLEMENT

A. Class Definition

The proposed Settlement Class consists of:

All persons, entities or organizations who, at any time as of the entry of the Initial Notice Date, own or owned, purchase(d) or lease(d) Subject Vehicles distributed for sale or lease in any of the fifty States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions. Excluded from the Class are: (a) Toyota, its officers, directors and employees; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; and Toyota Dealers and Toyota Dealers’ officers and directors; (b) Plaintiffs’ Counsel; (c) judicial officers and their immediate family members and associated court

staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class as provided in the Settlement Agreement.

The Class Representatives are Plaintiffs Ned Simerlein, James Eckhoff, Maricel Lopez, Craig Kaiser, John F. Prendergast, Raymond and Rosario Alvarez, Karen Eason, Jennifer Sowers, Jennifer Franklin, Jordan Amrani, Crystal Gillespie, Melissa Stalker, Dillen Steeby, Paula McMillin, Joseph C. Harp Jr., and James and Melissa Jugo Tinney. Preliminary Approval Order (ECF 107) at 38.

B. Settlement Negotiations

The negotiations culminating in this Settlement were complex, conducted in good faith and at arms' length over a period of more than a year by informed and experienced counsel. Instead of engaging in prolonged and costly litigation prior to exploring the possibility of settlement, Plaintiffs, with the goal of obtaining immediate benefits for Class Members, and Toyota began to explore the possibility of an early resolution even while Toyota's motions to dismiss were being vigorously litigated. In the initial stages of the discussions, the parties retained Patrick A. Juneau to serve as a neutral third-party mediator. Subsequently, during the course of the negotiations among Counsel, Class Counsel, armed with the knowledge they gained through the informal and confirmatory discovery described below, and in consultation with their independent automotive engineering experts, were able to meaningfully assess the reasons for the reported malfunctioning of the doors. Class Counsel and Toyota's counsel had multiple in-person meetings, which often required long distance travel by counsel for the Combs/Franklin Plaintiffs, and, as negotiations intensified, frequent lengthy conference calls for the Parties to exchange their views concerning the settlement terms then under discussion. Numerous drafts of the Settlement Agreement were exchanged, with alterations being painstakingly negotiated and refined before a final agreement could be reached. As a result of

Counsels' efforts, the Parties have reached a Settlement that provides concrete benefits to all members of the proposed Class. Joint Decl. (ECF 86), ¶¶ 25-27.

C. Informal and Confirmatory Discovery

During the course of the negotiations, Class Counsel conducted extensive informal and confirmatory discovery. Toyota produced over 100,000 pages of internal Toyota documents on a rolling basis, which Class Counsel reviewed and analyzed. Class Counsel consulted with their own engineering experts about the technical information in these documents. As part of their informal and confirmatory discovery, Class Counsel also interviewed a Toyota engineer who is knowledgeable about the Sienna vehicles and the Covered Components. In order to evaluate and supplement the discovery received from Toyota, Class Counsel conducted their own contemporaneous investigation of the potential defects of the sliding doors, consulted with their experts, and purchased two exemplar Siennas whose doors were thoroughly inspected by independent automotive engineers. The information Class Counsel obtained during this rigorous investigation allowed them to meaningfully assess Toyota's proposals for addressing the problems with the operations of the Subject Vehicles' sliding doors. Joint Decl. (ECF 86), ¶¶ 28-31.

D. Benefits to the Class under the Settlement Agreement

1. Customer Confidence Program

As set forth above, under the Customer Confidence Program, Class Members who have a concern about their Subject Vehicle's sliding doors may have them inspected by an authorized Toyota Dealer at no cost to them. Each Subject Vehicle is eligible for one Sienna Sliding Door Functional Inspection within one year from the entry of the Final Order and Final Judgment approving the Settlement. When a Class Member brings her or his Sienna in for a free inspection during that period, Toyota Dealers will inspect the Subject Vehicle's sliding doors using an

Inspection Protocol designed specifically to conduct the Sienna Sliding Door Functional Inspection. SA, § III.A.3. After the issuance of the Final Order and Final Judgment, Toyota, in its sole discretion, may periodically send Class Members reminder notices about their right to a Sienna Sliding Door Functional Inspection and the duration of this benefit under the Customer Confidence Program. SA, § III.A.4.

As part of the Customer Confidence Program, Toyota will also provide prospective coverage for repairs to certain parts of sliding door assembly where the need for those repairs arises from internal functional concerns that impede the opening and closing operations of the sliding doors in manual and power modes. A Class Member's rights under the Customer Confidence Program are transferred with the Subject Vehicle.⁵ The coverage includes the parts identified below for ten years from the date of First Use⁶ of the Subject Vehicle. As described below, Class Counsel, in consultation with their experts, previously identified these parts as potential causes for the doors' faulty operation.

- **Sliding Door Cable Sub-Assembly**: The sliding door cables connect the door frames to the door motors and pull the doors open and closed along their tracks. Plaintiffs alleged these cables are prone to premature failure which can lead to "false latching," i.e., where the doors appear to be latched but are not (¶¶109-12), and cite customer reports on the National Highway Traffic Safety Administration ("NHTSA") website that their vehicles' sliding door cables had snapped or become stuck, causing the doors to open or jam. ¶¶136, 173-75, 180.⁷

⁵ Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damages are not eligible for this benefit. SA, § III.A.1.

⁶ The "First Use" of the Subject Vehicle is the date that the Subject Vehicle is originally sold or leased. SA, § II.V.

⁷ Toyota's Defect Investigation Report ("DIR"), which was filed with NHTSA in connection with the G04 Recall, also references a report from a Toyota dealer involving a vehicle in which a door cable was not attached to the latch mechanism in the front lock assembly and the cable end was bent. ¶205.

- **Sliding Door Center Hinge Assembly**: The sliding door center hinges support the doors from the rear and enable them to travel smoothly within their upper and lower tracks. Plaintiffs alleged these hinges were also prone to corrosion and premature failure which can cause false latching, thereby allowing the doors to fail to open or close, and jam. ¶¶10, 94-95.
- **Fuel Door Pin and Fuel Door Hinge**: Plaintiffs allege the fuel doors of the Subject Vehicles are prone to hinge failure which can cause those doors to shift away from a full closed and locked position. This can trigger a mechanical lock out feature designed to prevent collision of the driver side power sliding door and the fuel door, which creates a safety hazard by disabling the driver side power sliding door. ¶¶124-25.
- **Sliding Door Front Lock Assembly**: The front lock systems are designed to prevent the doors from opening at improper times. The Second Amended Complaint sets forth numerous consumer complaints concerning the failure of sliding door lock assemblies. ¶¶133, 135, 140, 142, 143, 150, 172, 219, 220. Toyota's Defect Information Report also references a dealer report stating that, in a vehicle inspected during the investigation giving rise to the G04 Recall, it was found that the door cable was not attached to the latch mechanism in the front lock assembly, and that the cable end was bent. ¶205.⁸
- **Sliding Door Rear Lock Assembly**: The rear lock systems, like the front lock systems, are designed to prevent the doors from opening at improper times. The

⁸ For the Sliding Door Front Lock Assembly for 2011-2015 and certain 2016 Siennas, Toyota had previously provided warranty adjustments that lasted for 9 years, but the Settlement adds certain 2016 Siennas, as well as 2017 – 2018 Siennas. The Settlement also extends the warranty to ten years from First Use for all Class Members. § SA, III.A.1.iv

Complaint quotes consumer complaints concerning the failure of the Subject Vehicles' sliding door lock assemblies (§§133, 135, 140, 142, 143, 150, 172, 219, 220; see also ¶104), and Toyota's Defect Information Report states that investigation had "found binding in the rear lock mechanism of some vehicles possibly caused by corrosion/debris in the rear lock." ¶205.⁹

- **G04 Recall Remedy Kit**: This kit consists of a set of parts produced by Toyota to remedy the condition that gave rise to the G04 Recall. The kit includes a replacement door motor junction box and wiring harness and allows the power sliding door motors to draw significantly more current for a longer period time before activating a fuse than the originally installed components. The activation of the fuse was one cause for the doors opening independently, but this remedy also addresses the problem of the doors freezing in the closed position and jamming while attempting to open or close. Under the G04 Recall, this Remedy Kit was available only to owners of 2011-2016 Siennas and was covered by a warranty of only one year. Under the Customer Confidence Program, the Remedy Kit is available to owners of 2017 and 2018 models, and extends the warranty by one additional year for a total of two years from the date a Class Member's Recall Repair is performed, or, if that repair was performed more than one year prior to the entry of the Final Order and Final Judgment, extends the warranty by one additional year from the date of entry of the Final Order and Final Judgment.

⁹ For the Sliding Door Front and Rear Lock Assembly, for 2011-2014 and certain 2015 Siennas, Toyota had previously provided warranty adjustments that lasted for 9 years, but the Settlement adds certain 2015 Siennas, as well as 2016 – 2018 Siennas, and extends the warranty to ten years from First Use for all Class Members.

2. Loaner Vehicles to Class Members during Repair

As part of the Settlement, Toyota will offer, and provide upon request, a Loaner Vehicle to eligible Class Members whose Subject Vehicles are undergoing a repair covered by the Customer Confidence Program. If a Class Member has a demonstrable need for a vehicle similar to a Toyota Sienna – such as a parent who uses the Subject Vehicle to transport her large family – Toyota, through its dealers, will use good faith efforts to provide one.

3. Reimbursement of Previously Incurred Expenses for Repairs to Covered Parts

The Settlement provides for an Out-of-Pocket Claims Process under which Class Members who do not opt out of the Settlement can submit claims for unreimbursed out-of-pocket expenses incurred prior to the Initial Notice Date to repair a condition that is covered by the Customer Confidence Program.¹⁰ SA, § III.B.1. Eligible claims will be paid by Toyota. Class Members may submit claim forms from the date of the Initial Notice Date up to and including sixty days (60) after the Court’s issuance of the Final Order and Final Judgment. SA, § II.H. By agreement of the Parties and subject to this Court approval, the Out-of-Pocket Claims Process will be administered by Patrick A. Juneau and Thomas Juneau of Juneau David, APLC, at Toyota’s expense. The Juneaus have extensive experience in claims administration and have administered the claims in some of the largest class action settlements providing for reimbursement of claims. ECF 87, at ¶5. As described in Section III.D.3, below, the Out-of-Pocket Claims Process provides for the orderly and timely administration of Class Member claims and for prompt payment of eligible claims. It is simple and convenient for Class Members, who can submit Claim Forms in hard copy or via the interactive Settlement website. Only reasonable supporting documentation is required to support claims. SA, § III.B.2.

¹⁰ Out-of-pocket expenses that are the result of damage, post-collision issues, and/or misuse/abuse are not covered. SA, § III.B.1.

4. Robust Notice Program

In compliance with the Preliminary Approval Order, Toyota has funded a state of the art Notice Program that has reached over 97% of Class Members, which is higher than the estimate of 94% provided by the Settlement Administrator prior to preliminary approval. Finegan Decl., ¶ 4.

In accordance with the Preliminary Approval Order, notice of the Settlement was distributed in several different ways pursuant to the court-approved Notice Program. The approved Direct Mail Notice was sent by first-class mail on a rolling basis beginning on March 1, 2019 to each person within the Settlement Class who could be identified based on data provided by IHS Automotive, Driven by Polk. *Id.* at ¶ 4. Notice of the Settlement was also distributed via a number of publication, social media, and Internet channels. *Id.* at ¶ 4. In addition, the Long Form Notice of the Settlement and other key documents from this litigation, including the Motion for Preliminary Approval and supporting materials, were published on the official settlement website at www.toyotasiennadoorsettlement.com. *Id.* at ¶ 12. The Long Form Notice specifically described the provisions of the Settlement related to this motion:

The law firms that worked on this Action and the Related Action will ask the Court for an award of attorneys' fees in the amount of \$6,500,000.00 and for reimbursement of their out-of-pocket costs and expenses in an amount not to exceed \$500,000.00.

Class Counsel will also ask the Court to award each of the Class Representatives incentive awards in the amount of \$2,500.00 for the time and effort each spent representing Class Members. This amount will be included in the attorneys' out-of-pocket costs and expenses.

Long Form Notice, ECF 110-1, at 15-16. The May 3, 2019 deadline for filing objections has passed. Only two objections were filed. ECF 119, 120.

E. The Release

In exchange for the benefits of the Settlement, Class Members will agree:

to fully, finally and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action and the Related Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of any state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of any kind arising from, related to, connected with, and/or in any way involving the Action, the Related Action, the Subject Vehicles' power sliding doors and/or associated parts that are, defined, alleged or described in the Complaint, the Action, the Related Action or any amendments of the Action or the Related Action. Notwithstanding the foregoing, Class Representatives and Class Members are not releasing claims for personal injury, wrongful death or actual physical property damage arising from an accident involving a Subject Vehicle.

SA, § VII.B.

The Release is attached to the Long Form Notice and was posted on the Settlement Website. Finegan Decl., ¶ 12.

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

After reaching agreement on the substantive terms of the Settlement, Class Counsel and Toyota's counsel commenced their discussions concerning Class Counsel's intended application for attorneys' fees, costs and expenses, and request for service awards for the proposed Class Representatives. As a result of these discussions, Class Counsel agreed to limit their application for fees, costs and expenses to \$6,500,000 for attorneys' fees and up to \$500,000 in costs and expenses, which amount will include class representative service awards. Plaintiffs are filing their Motion for Attorneys' Fees, Expenses, and Service Awards to the Class Representatives concurrently herewith. If this Court grants Class Counsel's application for fees, costs and

expenses, and class representative service awards, any awarded amounts will be paid by Toyota. The awarded amounts will not be paid until the expiration of 30 days after the Final Effective Date.¹¹ No court order concerning the amount of attorneys' fees, costs and expenses and/or class representative service awards will affect the finality of the Settlement or constitute grounds for termination of the Settlement Agreement. SA, § VIII.

V. ARGUMENT

A. The Settlement Is Fair, Reasonable, and Adequate.

Federal Rule of Civil Procedure Rule 23(e), as amended effective December 2018, sets forth a streamlined protocol for approval of class action settlements.¹² As detailed in Plaintiffs' memorandum in support of the motion for preliminary approval (ECF 84-1 at 14-25, ECF 105 at 14-25), which is incorporated herein by reference, Plaintiffs have satisfied all elements of Rule 23(e)(2) because, here, the Class Representatives and Class Counsel zealously represented the Class throughout the litigation, the Settlement was negotiated by experienced and informed attorneys at arms' length, the Settlement provides significant benefit to the Class, including relief that addresses the problems that led Plaintiffs to bring this litigation, and all members of the Class are treated equitably in relation to one another, including that all are entitled to inspections and covered repairs under the Settlement provisions. Thus, the Settlement should be approved as fair, reasonable and adequate.

¹¹ Under the Settlement Agreement, the Final Effective Date is when the appeal period from the Final Order/Final Judgment expires, or, if there are any appeals, all appeals are resolved, or, subject to Court approval, if Class Counsel and Toyota agree in writing, the Final Effective Date can occur on any other agreed date. SA, § II.S.

¹² Rule 23(e)(2) provides that the Court may finally approve a settlement only after "finding that it is fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). To determine whether that requirement is met, the court must consider: (A) the adequacy of the representation by the class representatives and class counsel; (B) whether the proposal was negotiated at arms' length; (C) the adequacy of the relief that the proposed settlement provides for the class; and (D) whether all members of the are treated equitably relative to each other under terms of the proposed settlement. Fed. R. Civ. P. 23(e)(2)(A)-(D).

The Settlement also satisfies the requirements of *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974) (reversed on other grounds), which sets forth nine factors for courts to consider in assessing final approval of class action settlements. Courts in the Second Circuit, including in this District, have continued to apply the *Grinnell* factors after the recent amendment to Rule 23(e)(2). *See McArthur v. Edge Fitness, LLC*, No. 3:17-CV-1554 (RMS), 2019 WL 718540 (D. Conn. Feb. 20, 2019) (applying *Grinnell* factors in considering final approval of a proposed Class Action settlement).

In *Grinnell*, the Second Circuit held that the following should be considered in evaluating a class action settlement:

(1) the complexity, expense and likely duration of the litigation, (2) the reaction of the class to the settlement, (3) the stage of the proceedings and the amount of discovery completed, (4) the risks of establishing liability, (5) the risks of establishing damages, (6) the risks of maintaining the class action through the trial, (7) the ability of the defendants to withstand a greater judgment, (8) the range of reasonableness of the settlement fund in light of the best possible recovery, [and] (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

495 F.2d at 463 (internal citations omitted); *see also Edwards v. N. Am. Power & Gas, LLC*, No. 3:14-cv-01714(VAB), 2018 WL 3715273, at *10 (D. Conn. Aug. 3, 2018) (citing *Grinnell* factors); *Kemp-Delisser v. Saint Francis Hosp. & Med. Ctr.*, No. 3:15-CV-1113 (VAB), 2016 WL 10033380 (D. Conn. July 12, 2016). In finding that a settlement is fair, reasonable and adequate, “not every factor must weigh in favor of settlement, rather the court should consider the totality of these factors in light of the particular circumstances.” *In re Virtus Inv. Partners, Inc.*, No. 15cv1249, 2018 WL 6333657, at *2 (S.D.N.Y. Dec. 4, 2018) (internal quotation and citation omitted.) Moreover, “a presumption of fairness, adequacy, and reasonableness may attach if the Court finds that arm’s length negotiations took place between experienced counsel after a period of meaningful discovery.” *Collins v. Olin Corp.*, No. 03-CV-945 (CFD), 2010 WL

1677764, at *2 (D. Conn. Apr. 21, 2010) (citing *Wal-Mart Stores, Inc.*, 396 F. 3d at 116; *Manual for Complex Litigation*, Third, § 30.42 (1995)).

1. The Complexity, Expense, and Likely Duration of the Litigation Support Approval of the Settlement

Under the first *Grinnell* factor, courts consider “the complexity, expense and likely duration of the litigation.” *Grinnell*, 495 F.2d at 463. “Most class actions are inherently complex and settlement avoids the costs, delays and multitude of other problems associated with them,” and this class action is no different. *In re Austrian & German Bank Holocaust Litig.*, 80 F. Supp. 2d 164, 174 (S.D.N.Y. 2000).

Here, the litigation is unquestionably complex. The Second Amended Class Action Complaint encompasses 60 causes of action, including claims brought on behalf of 12 statewide classes as well as multistate and nationwide classes. Class counsel have already expended more than 6,000 hours prosecuting this Action and the Related Action, and would no doubt have to spend substantially more time if the action were to continue. *See Edwards*, 2018 WL 3715273, at *10 (finding first *Grinnell* factor met where counsel had expended thousands of hours and that time would escalate were litigation to continue).

Plaintiffs reasonably expect that this case, if not settled, would continue to be zealously contested, and the Class would incur significant expense and delay. It would take significant time and expense to bring the class through the motions to dismiss, to conduct full discovery, brief and argue class certification and summary judgment, conduct a trial, and litigate appeals. These delays and high expenses weigh strongly in favor of Settlement approval. Moreover, if litigation were to proceed, a great deal of additional expert work would be required to address key components of the claims and damages. Allegations of product defects like those asserted here require a battle of the experts. Whether the doors or some of their parts are defective, whether the

alleged defects are present in all of the Class Vehicles, whether the defects pose an unreasonable risk of harm, and the existence and quantum of damages, would all be the subject of expert testimony. Expert testimony significantly increases the expense of litigation.

Given the likelihood of lengthy and complex litigation before this Court, the risks involved in such litigation, and the probability of appellate practice, the availability of prompt relief under the Settlement is highly beneficial to the Settlement Class. *See, e.g., In re Pfizer, Inc. S'holder Derivative Litig.*, 780 F. Supp. 2d 336, 343 (S.D.N.Y. 2011) (settlement approved where benefits achieved “loom large when compared with the substantial possibilities that plaintiffs would have lost their case altogether.”).

This factor weighs strongly in favor of final approval of the Settlement.

2. The Reaction of the Class to the Settlement

“One of the factors most courts consider is the reaction of the absent class members, specifically the quality and quantity of any objections and the quantity of class members who opt out.” *Edwards*, 2018 WL 3715273, at *10, quoting 4 Newberg on Class Actions § 13:54 (5th ed.). “If only a small number of objections are received, that fact can be viewed as indicative of the adequacy of the settlement.” *Id.*, citing *Wal-Mart*, 396 F.3d at 118 (quoting 4 NEWBERG § 11.41). Here, after a robust notice program that reached over 97% of approximately 1.2 million Class Members (Finegan Decl., ¶ 42), only two objections and 45 requests for exclusion were filed. This exceedingly low number of objections is a strong indication of the reasonableness of the Settlement. *See Wal-Mart*, 396 F.3d at 118; see also *D'Amato v. Deutsche Bank*, 236 F.3d 78, 86-87 (2d Cir. 2001) (18 objections from a class of 27,883 weighed in favor of settlement). The second *Grinnell* factor clearly militates in favor of the final approval of the Settlement. Plaintiffs will address the two objections in their reply brief in support of this motion to be filed on May 24, 2019.

3. The Stage of the Proceedings and the Amount of Discovery Completed Support Approval of the Settlement

Under the third *Grinnell* factor, courts consider the stage of the proceedings and the amount of discovery in evaluating a proposed settlement. “This factor explores the information that was available to the settling parties to assess whether Class Counsel ‘have weighed their position based on a full consideration of the possibilities facing them.’” *Edwards*, 2018 WL 3715273, at *10, quoting *In re Global Crossing Securities and ERISA Litig.*, 225 F.R.D. 436, 458 (S.D.N.Y. 2004). As this Court held in *Kemp-Delisser*, even in the absence of formal discovery, this factor is satisfied where, as here, “Class Counsel conducted extensive investigation into the facts, circumstances, and legal issues associated with this case before agreeing to the Settlement.” *Kemp-Delisser*, 2016 WL 10033380 at *8.

Prior to entering in to the Settlement, Plaintiffs had the benefit of extensive research, review of hundreds of consumer complaints, consultation with their independent automotive experts, a thorough examination and evaluation of the components of the power sliding doors of several exemplar vehicles, and review of over 100,000 pages of informal discovery provided by Defendants. Class Counsel also interviewed a Toyota engineer with extensive knowledge of the Class Vehicle Doors and Covered Components.

The information Class Counsel obtained during this rigorous investigation allowed them to meaningfully assess Toyota’s proposals for addressing the problems with the operation of the Subject Vehicles’ sliding doors. Plaintiffs entered into the Settlement only after achieving a thorough understanding of the issues raised and risks encountered in the case.

Thus, this factor too strongly supports final approval of the Settlement.

4. The Risks of Establishing Liability and Damages Support Approval of the Settlement

The fourth and fifth *Grinnell* factors are often considered together. *See, e.g., Edwards*, 2018 WL 3715273, at *11 (considering risks of establishing liability and damages together). *See also In re Virtus Inv. Partners, Inc.*, No. 15cv1249, 2018 WL 6333657, at *2 (S.D.N.Y. Dec. 4, 2018) (“Courts generally consider the fourth, fifth, and sixth *Grinnell* factors together.”). If Plaintiffs were to continue the prosecution of their claims, Plaintiffs would have to face several substantial hurdles with respect to establishing liability and damages, at great cost and risk to Plaintiffs and the Class. The parties disagree about the merits of Plaintiffs’ claims and there is substantial uncertainty about the ultimate outcome of this litigation. Settlements resolve any inherent uncertainty on the merits, and are therefore strongly favored by the courts, particularly in class actions. *See Wal-Mart*, 396 F.3d at 116.

The hard-fought litigation on the still-pending motions to dismiss in this and the Related Action illustrate the risks facing the Class if litigation is continued. Defendants have argued for dismissal based on an array of jurisdictional and merits issues. While Plaintiffs are confident in their positions, the motions have yet to be decided, and Toyota may succeed in securing the dismissal of some or all of Plaintiffs’ claims.

Beyond the motion to dismiss stage, Plaintiffs will also face significant risk with respect to liability and damages at the class certification, summary judgment, trial, and appeal stages. Defendants take the positions, for example, that Plaintiffs have failed to allege misleading statements made to Plaintiffs or failed to allege manifestation of defects (which Defendants assert is required for warranty claims), and that Plaintiffs will face a difficult hurdle to show that Defendants knew of any defects in their vehicles before Plaintiffs purchased them. While Plaintiffs believe that they could overcome all of Defendants’ arguments, significant risk is

present. Also, as detailed further below in Section V.A.5, the presence and measurement of damages on a classwide basis for consumer class actions is an unsettled and evolving area of the law. This too poses a risk for Class Members that is avoided by entering into the Settlement.

In addition, as stated above, further proceedings would necessarily entail a battle of the experts. As this Court has recognized, reliance on expert testimony “often increases the risk that a jury may not find liability or would limit damages.” *Edwards*, 2018 WL 3715273, at *14.

Balanced against such risks, the Settlement is an excellent result. These factors support final approval of the Settlement.

5. The Risks of Maintaining the Class Action through Trial Support Approval of the Settlement

The risks of maintaining the litigation as a class action through trial also support final approval. Here, as part of the Settlement, Defendants have stipulated to certification of the Settlement Class for settlement purposes only.

If the Settlement is not approved, securing certification of a nationwide class or state-wide classes is far from certain. There is sure to be a battle of the experts with respect to Plaintiffs’ damages theories and methodologies under *Comcast Corp. v. Behrend*, 569 U.S. 27 (2013). While Plaintiffs are confident that they will be able to provide a viable damages model, this has proved an insurmountable hurdle for many proposed consumer classes. *See, e.g., Singleton v. Fifth Generation, Inc.*, No. 5:15-CV-474 (BKS/TWD), 2017 WL 5001444, at *20-22 (N.D.N.Y. Sept. 27, 2017); *Hughes v. The Ester C Co., NBTY, Inc.*, 320 F.R.D. 337, 344 (E.D.N.Y. 2017). For claims where reliance is at issue, Toyota can be expected to present vigorous arguments as to differences in Class Members’ exposure to and reliance on alleged misrepresentations and omissions. Moreover, Toyota can be expected to argue that bringing an

array of state law claims may present serious manageability issues or irreconcilable conflicts between the laws of different states.

The risks of securing and maintaining class status are also evidenced by the many decisions denying class certification in automobile defect cases. *See, e.g., Luppino v. Mercedes Benz USA*, 718 F. App'x 143, 148 (3d Cir. 2017); *Tomassini v. FCA US LLC*, 326 F.R.D. 375, 391 (N.D.N.Y. 2018); *Oscar v. BMW of N. Am., LLC*, No. 09 Civ. 11 (PAE), 2012 WL 2359964 (S.D.N.Y. June 19, 2012); *Nguyen v. Nissan N. Am., Inc.*, No. 16-CV-05591-LHK, 2018 WL 1831857 (N.D. Cal. Apr. 9, 2018); *Daigle v. Ford Motor Co.*, Civ. No. 09- 3214 (MJD/LIB), 2012 WL 3113854 (D. Minn. July 31, 2012); *Cholakyan v. Mercedes-Benz USA, LLC*, 281 F.R.D. 534 (C.D. Cal. 2012); *In re Ford Motor Co. E-350 Van Prods. Liab. Litig.*, Civ. No. 03-4558, 2012 WL 379944 (D.N.J. Feb. 6, 2012). Furthermore, even if a nationwide or any state-wide classes were to be certified, they are subject to a risk of decertification.

This factor thus supports approval of the Settlement.

6. Defendants' Ability to Withstand Greater Judgment

Under *Grinnell*, courts also consider the ability of the defendants to withstand a greater judgment, but “[t]his factor ‘standing alone, does not suggest that the settlement is unfair,’ and where the ‘other Grinnell factors weigh heavily in favor of settlement, the Court may still approve of the settlement as being fair, reasonable, and adequate.’” *Kemp-DeLisser*, 2016 WL 10033380 at *10 (citing *D’Amato*, 236 F.3d at 86. “Therefore, given the application of the other *Grinnell* factors in this case, the Court does not need to look to whether [the defendant] truly could have withstood a larger judgment.” *Edwards*, 2018 WL 3715273, at *12.

Where, as here, the Settlement is fair, reasonable and adequate under the amended Rule 23(e)(2) (Preliminary Approval Brief, ECF 84-1 at 14-25, ECF 105 at 14-25) and satisfies the other *Grinnell* factors, this factor is no impediment to final approval of the Settlement.

7. The Range of Reasonableness of the Settlement Fund in Light of the Best Possible Recovery and in Light of All of the Attendant Risks of Litigation

The final two *Grinnell* factors – “(8) the range of reasonableness of the settlement fund in light of the best possible recovery, [and] (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation” – “are typically considered together.” *In re Virtus Inv. Partners, Inc.*, 2018 WL 6333657, at *2. *See also Edwards*, 2018 WL 3715273, at *12-13 (considering these factors together). In considering the reasonableness of a settlement, “the question for the Court is not whether the settlement represents the highest recovery possible...but whether it represents a reasonable one in light of the many uncertainties the class faces....” *In re Citigroup, Inc. Sec. Litig.*, 965 F. Supp. 2d 369, 384 (S.D.N.Y. 2013). As the Second Circuit has held, “[t]he fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.” *Grinnell*, 495 F.2d at 455. The Second Circuit further explained that, “[i]n fact there is no reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a single percent of the potential recovery.” *Id.* at 455 n.2.

In contrast to the risks of continued litigation, as described above, the Settlement will confer significant immediate benefits to the Class that outweigh the costs, risks, and delay of continued litigation, which strongly supports final approval. Courts have long recognized that a settlement can confer a “substantial benefit” warranting approval “regardless of whether the benefit is pecuniary in nature.” *In re AOL Time Warner S’holder Derivative Litig.*, No. 02 Civ. 6302 (SWK), 2006 WL 2572114, at * 4 (S.D.N.Y. Sept. 6, 2006) (quoting *Mills v. Elec. Auto-Lite Co.*, 396 U.S. 375, 395 (1970)). A settlement in which a defendant automobile manufacturer agrees to cover vehicle repairs “provides significant benefits and advantages for the class.” *In re*

Nissan Radiator, No. 10 CV 7493 (VB), 2013 WL 4080946, at *7 (S.D.N.Y. May 30, 2013) (approving settlement consisting of repair benefits even where many class members would have to pay significant co-pay for repairs). The value of repairs as settlement consideration is regularly recognized in the consumer class action context. *See, e.g., In re Sony SXRDRear Projection TV Class Action Litig.*, No. 06 Civ. 5173 (RPP), 2008 WL 1956267, at *8 (S.D.N.Y. May 1, 2008) (approving settlement although defendant could withstand larger judgment where “the Settlement reasonably provides Plaintiffs with benefit-of-the-bargain relief in the form of repair or replacement of the defective Optical Block, a warranty extension, and reimbursement of repair costs previously incurred.”).

Here, the Customer Confidence Program provides prospective coverage for repairs to certain door parts that impede the opening and closing function of the Siennas’ sliding doors with the precise goal of ensuring that the doors function as intended in the future, and no longer pose any risks to, or require repair costs to be borne by, Class Members. Thus, while automobile repair and reimbursement-centered settlements do not provide for monetary relief, they still “provide Class members with much of the relief they seek” and merit approval. *Skeen v. BMW of N. Am., Ltd. Liab. Co.*, No. 2:13-cv-1531-WHW-CLW, 2016 WL 4033969, at *16 (D.N.J. July 26, 2016) (approving settlement consisting largely of repairs and reimbursement).

The Settlement, with its Customer Confidence Program and out-of-pocket expense reimbursement process, provides relief specifically sought by the Plaintiffs in their complaints. In their Second Amended Complaint, as was the case in their earlier complaints, Plaintiffs seek injunctive relief “requiring Toyota to create and implement, at no expense to consumers, a mechanism by which to repair the Defective Doors such that the Doors can safely be used as advertised,” and “[e]stablishing a Toyota-funded program, using transparent, consistent, and

reasonable protocols, under which out-of-pocket ... claims associated with the Defective Doors in Plaintiffs' and Class members' Class Vehicles, can be made and paid" SAC (ECF 80), Prayer for Relief (c)(ii) and (f). The Settlement provides the valuable relief specifically sought by Plaintiffs.

Accordingly, Plaintiffs submit that the Settlement is well within the range of reasonableness and is unquestionably superior to the very real possibility of no recovery at all. The last two *Grinnell* factors support final approval of the Settlement.

B. In Addition to Warranting Approval under the *Grinnell* Factors, the Settlement Is Procedurally Fair

"In addition to ensuring the substantive fairness of the settlement through full consideration of the *Grinnell* factors, the Court must also 'ensure that the settlement is not the product of collusion.'" *In re Global Crossing*, 225 F.R.D. at 461 (quoting *In re NASDAQ Market-Makers Antitrust Litig.*, 187 F.R.D. 465, 474 (S.D.N.Y. 1998)). Where, as here, "a settlement was negotiated by such 'experienced, fully-informed counsel after extensive arm's-length negotiations,' the resulting settlement 'is entitled to 'an initial presumption of fairness and adequacy.'" *Kemp-DeLisser*, 2016 WL 6542707, at *10 (quoting *Fleisher v. Phoenix Life Ins. Co.*, No. 11-CV-8405 (CM), 2015 WL 10847814 at *9 (S.D.N.Y. Sept. 9, 2015)). *See also Edwards*, 2018 WL 3715273 at *9 ("For procedural fairness, a presumption of fairness, adequacy and reasonableness 'may attach to a class settlement reached in arm's-length negotiations between experienced, capable counsel after meaningful discovery.'") (quoting *Wal-Mart Stores*, 396 F.3d at 116). A "presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arms-length negotiations between experienced, capable counsel after meaningful discovery." *In re Aggrenox Antitrust Litig.*, No. 3:14-MD-02516 (SRU), 2018 WL 1183734, at *3 (D. Conn. Mar. 6, 2018) (quoting *Wal-Mart Stores, Inc. v. Visa*

U.S.A. Inc., 396 F.3d 96, 116 (2d Cir. 2005) (additional internal citation omitted)). “Courts presume that a proposed class action settlement is fair when certain factors are present, particularly evidence that the settlement is the product of arms’-length negotiation, untainted by collusion.” *Kemp-DeLisser*, 2016 WL 6542707, at *6. Moreover, courts have consistently found that “[r]ecommendations of experienced counsel are entitled to great weight in evaluating a proposed settlement in a class action because such counsel are most closely acquainted with the facts of the underlying litigation.” *Godson v. Eltman, Eltman, & Cooper, P.C.*, 328 F.R.D. 35, 53 (W.D.N.Y. Oct. 23, 2018) (citation omitted).

Here, as described above, the settlement negotiations were arms’-length, good faith and intensive, lasting more than a year.¹³ In addition, Class Counsel have substantial experience serving as class counsel in a multitude of complex class actions, and, as such, were well-positioned to assess the benefits of the Settlement balanced against the strengths and weaknesses of their claims and Toyota’s defenses (*see* § I.B., *infra*), and fully endorse the Settlement as fair, reasonable, and adequate. Joint Dec. (ECF 86), ¶¶41-43. As such, the Settlement is procedurally fair.

C. The Terms of the Proposed Attorneys’ Fees Are Reasonable and Will Not Reduce the Benefits to the Class

The terms and negotiation of the proposed attorneys’ fees support approval. As detailed in the concurrently filed Motion for Fees, Expenses, and Service Awards, the amounts sought are reasonable. The Parties did not negotiate fees until they had completed negotiation on all material settlement terms. *See Blessing v. Sirius Xm Radio, Inc.*, 507 F. App’x 1, 4 (2d Cir. 2012)

¹³ In addition, Class Representatives and Class Counsel have zealously represented the Class and pursued its best interests of the Class at every phase of the litigation. They have done so during their pre-filing investigation, throughout the course of their respective litigations, when engaging in settlement negotiations, when submitting their Motion for Preliminary Approval of the Settlement, and after preliminary approval, ensuring the Notice program was being implemented in compliance with the Preliminary Approval Order and responding to Class member inquiries. For further information concerning Plaintiffs’ vigorous representation, evidencing a lack of collusion, *see* Preliminary Approval Brief, ECF 105, at 16-18.

(upholding \$13 million fee award in case with no cash payout to class where “fees were negotiated only after the terms of the settlement were reached, and the fee award comes directly from Sirius XM, rather than from funds (or coupons) earmarked for the class”). Further, because Defendants have agreed to pay attorneys’ fees, any fees that may be awarded by the Court will not reduce the benefits to the Class. Notice to the Class advised members of these facts and of the procedures for them to comment on or object to the fee petition before final approval. Only one of the two objections addressed attorneys’ fees, which supports the reasonableness of the requested fees.

D. The Settlement Class Satisfies Rules 23(a) and 23(b)(3).

“Certification of a settlement class has been recognized throughout the country as the best, most practical way to effectuate settlements involving large numbers of claims by relatively small claimants.” *In re Sturm*, No. 3:09cv1293 (VLB), 2012 WL 3589610, at *9 (D. Conn. Aug. 20, 2012) (quoting *In re IMAX Sec. Litig.*, 283 F.R.D. 178, 186 (S.D.N.Y. 2012)). In its Preliminary Settlement Order, the Court analyzed the Rule 23 factors and found that each of the pertinent elements were satisfied, and nothing has changed since that finding. The Settlement Class meets the Rule 23 requirements; thus, Plaintiffs request the Court confirm certification of the Settlement Class, appointment of Settlement Class Representatives and appointment of Settlement Class Counsel for the reasons outlined in this Court’s Preliminary Approval Order. As described below, the proposed Settlement Class here meets the requirements of both Rule 23(a)¹⁴ and 23(b)(3).¹⁵

¹⁴ Rule 23(a) requires that: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

¹⁵ Rule 23(b)(3) requires “that questions of law or fact common to Class members predominate over individual ones and that a class action is superior to other means of addressing the controversy.”

1. Rule 23(a) Is Satisfied

a. The Class Is Sufficiently Numerous

Rule 23(a)(1) requires that “the class is so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a). “Impracticable does not mean impossible,” *Robidoux v. Celani*, 987 F.2d 931, 935 (2d Cir. 1993), but “only that the difficulty or inconvenience of joining all members of the class make use of the class action appropriate.” *Kaye v. Amicus Mediation & Arbitration Grp., Inc.*, 300 F.R.D. 67, 78 (D. Conn. 2014) (internal quotation omitted). “Numerosity is presumed at a level of 40 members.” *Consol. Rail Corp. v. Town of Hyde Park*, 47 F.3d 473, 483 (2d Cir. 1995).

Here, the G04 Recall covered approximately 744,000 Subject Vehicles, and, with the inclusion of 2017 and 2018 model years in this Settlement, the number of Subject Vehicles is now estimated at 1,299,946. *See* Finegan Decl., ¶15. The numerosity requirement is clearly met. *See, e.g., Keegan v. Am. Honda Motor Co.*, 284 F.R.D. 504, 522 (C.D. Cal. 2012) (certifying class of 620,000 vehicle consumers); *Edwards*, 2018 WL 3715273, at *6 (class of approximately 2,000 adequately numerous).

b. There Are Common Questions of Law and Fact

In order to satisfy Rule 23(a)(2)’s commonality requirement, a “common contention must be of such a nature that it is capable of classwide resolution – which means that the determination of its truth or falsity will resolve an issue that is central to the validity of each of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). Rule 23(a)(2)’s standard “is not a demanding standard, as it ‘is established so long as the plaintiffs can identify some unifying thread among the [class] members’ claims.’” *Menkes*, 270 F.R.D. at 90 (quoting *Haddock v. Nationwide Fin. Servs., Inc.*, 262 F.R.D. 97, 116 (D. Conn. 2009)); *see also Raymond v. Rowland*, 220 F.R.D. 173, 179 (D. Conn. 2004) (“Courts have found that ‘the test

for commonality is not demanding’ and is met so long as there is at least one issue common to the class.” (internal quotation omitted)).

Courts addressing automobile defect claims routinely find commonality. *See, e.g., Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1172 (9th Cir. 2010) (commonality was “easily satisfied” where prospective class members’ claims involved same alleged defect and common questions included, as here, whether the defect existed, whether the defendant had concealed it, and whether that violated consumer protection law); *Skeen*, 2016 WL 4033969, at *5 (commonality requirement met where all class vehicles had allegedly defective timing chain tensioner installed); *Keegan*, 284 F.R.D. at 524 (finding commonality where plaintiffs alleged a common defect and holding that “[t]he fact that some vehicles have not yet manifested premature or excessive tire wear is not sufficient, standing alone, to defeat commonality”).

Here, the claims of all prospective Class Members involve the same issues which are central to this case. These include, among others, whether the Subject Vehicles have a safety-related defect; whether Toyota knew of the defect; whether Toyota misrepresented the safety and quality of the Subject Vehicles; whether Toyota’s alleged misrepresentations and omissions were misleading to reasonable consumers; if misleading, whether these misrepresentations and omissions were material; whether the Class Members were damaged thereby; how to measure such damages; and whether equitable relief is warranted. SAC (ECF 80), ¶282. Likewise, in its order granting preliminary approval, the Court identified specific questions of fact common to Class Members and federal claims with questions of law common to all Class Members. ECF 107. The commonality requirement is satisfied. *See Menkes*, 270 F.R.D. at 90 (Commonality met “because identical questions of both law and fact would be raised by the claims of each class member if these were to be asserted individually.”).

c. The Class Representatives' Claims Are Typical of Those of Other Class Members

Typicality under Rule 23(a)(3) is established where, as here, “each class member’s claim arises from the same course of events, and each class member makes similar legal arguments to prove the defendant’s liability.” *Marisol A. by Forbes v. Giuliani*, 126 F.3d 372, 376 (2d Cir. 1997) (internal quotation omitted). “[T]he typicality requirement is usually met irrespective of minor variations in the fact patterns underlying individual claims.” *Robidoux*, 987 F.2d at 937. “[T]ypicality does not require the representative party’s claims to be identical to those of all class members.” *Wilson v. LSB Indus.*, No. 15 Civ. 7614 (RA)(GWC), 2018 WL 3913115, at *4 (S.D.N.Y. Aug. 13, 2018) (internal quotation omitted). “When the same unlawful conduct was directed at both the named plaintiff and the class to be represented, the typicality requirement is usually met irrespective of varying fact patterns which underlie individual claims.” *Rincon-Marín v. Credit Control, LLC*, 3:17-cv-00007, 2018 WL 1035808, at *3 (D. Conn. 2018).

Typicality is met here as Plaintiffs and the Settlement Class assert the same claims, arising from the same course of conduct. The Class Representatives and the Class Members all own(ed) or lease(d) a Subject Vehicle, and their claims arise from the same course of events and rely on the same legal grounds. On the basis of the G04 Recall and the defects alleged in their complaints, they assert nearly identical claims under various state consumer protection statutes, express and implied warranty claims, claims for unjust enrichment, and claims under the Magnuson-Moss Warranty Act on behalf of a nationwide class. The Class Representatives and the other Class Members will derive the same benefit from the Settlement, including the Customer Confidence Program, which covers all Subject Vehicles, and Toyota’s reimbursement

of out-of-pocket costs of covered repairs and the other relief provided by the Settlement.¹⁶ Accordingly, just as this Court found in its order granting preliminary approval, the typicality requirement of Rule 23(a)(3) is satisfied here. *See, e.g., Robidoux*, 987 F.2d at 936.

d. The Class Representatives Will Fairly and Adequately Protect the Interests of the Class.

Rule 23(a)(4) is satisfied if “the representative parties will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). “To ensure that all members of the class are adequately represented, district courts must make sure that the members of the class possess the same interests, and that no fundamental conflicts exist among the members.” *Charron v. Wiener*, 731 F.3d 241, 249 (2d Cir. 2013). To defeat class certification, any conflict between the Class Representatives and members of the proposed Settlement Class must be “fundamental.” *In re Flag Telecom Holdings, Ltd. Sec. Litig.*, 574 F.3d 29, 35 (2d Cir. 2009).

Here, there is no conflict or antagonism between the Class Representatives and the other Class members. Rather, the Class Representatives, as owners or lessees of the Subject Vehicles, have brought substantively identical claims to, and seek the same relief as, the Settlement Class, and have the same incentive to obtain the best possible result through prosecution of their claims. As such, the “claims of anticipated class members are expected to be homogeneous in nature, and nothing suggests the possible existence of subgroups with interest sufficiently adverse to warrant the creation of subclasses.” *Menkes*, 270 F.R.D. at 92 (citing *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 625-27(1997)).

Further, the Class Representatives retained the services of highly qualified and competent counsel who are well-versed in class action litigation, and who vigorously prosecuted the interests of the Class Members throughout the course of their respective actions, which

¹⁶ Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit. SA, § III.A.1.

culminated in a settlement that confers meaningful benefits to the proposed Class. *See* Joint Decl. ¶¶23-27. As set forth below, Class Counsel are well-qualified to represent the Settlement Class and Plaintiffs request confirmation of their appointment as Class Counsel under Rule 23(g). *See* Section V.E.4, below. The requirements of Rule 23(a)(4) are plainly satisfied.

E. This Action Meets the Requirements of Rule 23(b)(3)

A class may be certified under Rule 23(b)(3) if “the questions of law or fact common to class members predominate over any questions affecting only individual members,” and “a class action is superior to other available methods for fairly and efficiently” settling the controversy. Fed. R. Civ. P. 23(b)(3). The Settlement Class meets both requirements.

1. Common Issues of Law and Fact Predominate.

“Class-wide issues predominate if resolution of some of the legal or factual questions that qualify each class member’s case as a genuine controversy can be achieved through generalized proof, and if these particular issues are more substantial than the issues subject only to individualized proof.” *In re U.S. Foodservice Inc. Pricing Litig.*, 729 F.3d at 118 (internal quotation omitted). The Supreme Court has explained that “Rule 23(b)(3) . . . does *not* require a plaintiff seeking class certification to prove that each ‘elemen[t] of [her] claim [is] susceptible to classwide proof’ but rather that “common questions ‘*predominate* over any questions affecting only individual [class] members.’” *Amgen Inc. v. Conn. Ret. Plans & Trust Funds*, 568 U.S. 455, 469 (2013) (citations omitted). So long as common issues and evidence carry greater significance for the case as a whole, the presence of individual issues will not defeat predominance. *Sykes v. Mel S. Harris & Assocs. LLC*, 780 F.3d 70, 87 (2d Cir. 2015).

“Predominance is a test readily met in certain cases alleging consumer . . . fraud.” *Amchem Prods.*, 521 U.S. at 625, (1997) (citing Adv. Comm. Notes, 28 U.S.C. App., p. 697). Indeed, courts routinely hold the predominance requirement is satisfied in automobile defect

class actions. *See, e.g., Carriuolo v. GM Co.*, 823 F.3d 977, 985 (11th Cir. 2016) (upholding district court finding of “predominance requirement to be satisfied by an essential question common to each class member: whether the inaccurate Monroey safety standard sticker provided by General Motors constituted a misrepresentation prohibited by FDUTPA”); *Wolin*, 617 F.3d at 1173 (common issues predominate such as whether Land Rover was aware of the existence of the alleged defect, had a duty to disclose its knowledge and whether it violated consumer protection laws when it failed to do so); *Skeen*, 2016 WL 4033969, at *5-6 (common questions of law or fact concerning defective timing chain tensioner predominated over any questions affecting only individual class members; *Motley v. Jaguar Land Rover N. Am., LLC*, No. X03CV84057552S, 2012 WL 5860477, at *10 (Super. Ct. Conn. Nov. 1, 2012) (“predominant issue of the common defect outweighs that more discrete inquiry into damages”); *In re Nissan Radiator*, 2013 WL 4080946, at *21 (finding predominance in case concerning defects that allegedly cause coolant from car radiators to contaminate transmission systems).

Here, the Court found in its order granting preliminary approval that common issues predominate (ECF 107), and that remains true. There are significant common questions, as set forth above, regarding the existence of a defect, Toyota’s knowledge of it and other elements of Plaintiffs’ claims. SAC (ECF 80), ¶282. The resolution of these questions does not depend on the individual facts or circumstances of an individual person’s purchase and/or lease of the Subject Vehicles. The Subject Vehicles either had this defect, or they did not, and the other elements of Plaintiffs’ claims are met or not, all in one stroke. These questions predominate over all others in this Action, and in the Related Action, and are common to the Class Representatives and the Settlement Class. Thus, the predominance requirement is met.

2. Class Treatment Is Superior.

Where, as here, the parties “agreed on a proposed Settlement Agreement, the desirability of concentrating the litigation in one forum is obvious.” *Gripenstraw v. Blazin’ Wings, Inc.*, No. 1:12-cv-00233-AWI-SMS, 2013 WL 6798926, at *10 (E.D. Cal. Dec. 19, 2013) (internal quotation omitted). The Court need not consider the manageability of a potential trial, because the Settlement, if approved, would obviate the need for a trial. *Amchem Prods.*, 521 U.S. at 620.

3. The Class Is Ascertainable.

There is no freestanding ascertainability requirement in this Circuit; all that is required is that a class can be defined “using objective criteria that establish a membership with definite boundaries.” *In re Petrobras Sec. Litig.*, 862 F.3d 250, 264 (2d Cir. 2017). “This modest threshold requirement will only preclude certification if a proposed class definition is indeterminate in some fundamental way.” *Id.* at 269.

Courts regularly hold classes similar to this proposed Class to be ascertainable where, the class definition, among other things, identified class vehicles’ make, model, and production period. *See, e.g., Parkinson v. Hyundai Motor Am.*, 258 F.R.D. 580, 594 (C.D. Cal. 2008) (finding a class ascertainable when, among other things, the class definition identified a particular make, model, and production period for the class vehicle); *see also In re Longwei Petroleum Inv. Holding Ltd. Sec. Litig.*, No. 13 Civ. 214 (RMB)(RLE), 2017 WL 2559230, at *1 (S.D.N.Y. May 22, 2017) (certifying class where it was “ascertainable from business records and/or from objective criteria.”). Here, the Class is easily ascertainable, and enabled the Settlement Notice Administrator to implement a targeted notice program reaching over 97% of Class Members. *See Finegan Decl.*, ¶ 4.

Accordingly, the Class is ascertainable.

4. Plaintiff's Counsel Should Be Confirmed as Class Counsel for the Proposed Class pursuant to Rule 23(g).

Rule 23(g) provides that “a court that certifies a class must appoint class counsel” taking into consideration their experience, knowledge, resources, and work on the case. The *Simerlein* Plaintiffs are represented by Wolf Haldenstein Adler Freeman & Herz LLP and the *Combs/Franklin* Plaintiffs are represented by Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. Law and DiCello Levitt & Casey LLC, each of which has been recognized by both federal and state courts across the country as being highly skilled and experienced in complex litigation, including successfully leading a multitude of consumer class actions concerning fraud, misrepresentation and unfair practices. These firms’ performance in representative litigation has repeatedly garnered outstanding results. *See* Joint Decl., ¶¶41-43, Exs. A-C. Here, Counsel investigated potential claims upon being contacted by aggrieved consumers, vigorously prosecuted their respective actions, negotiated the proposed Settlement and obtained valuable relief for all proposed Class members. Further, since preliminary approval, Counsel has ensured compliance with the terms of the Preliminary Approval Order and has communicated with Class members and answered their questions and addressed their concerns, where possible. The Court’s appointment of Counsel for the *Simerlein Plaintiffs* and the *Combs/Franklin Plaintiffs* as Class Counsel, should stand.

VI. A PERMANENT INJUNCTION IS WARRANTED

A permanent injunction should be entered barring Class Members who have not opted out of the Settlement from proceeding with any other litigation alleging claims that are substantially similar to those alleged herein or that were released in the Settlement Agreement. Such an injunction is “necessary to protect and effectuate the Settlement Agreement, this Final Judgment, and this Court’s authority to effectuate the Settlement Agreement, and is ordered in

aid of this Court's jurisdiction and to protect its judgments.” *See, e.g., Edwards*, 2018 WL 3715273, at *18 (J. Bolden). Because such an injunction is necessary to affect the Settlement, it is also necessary to protect the rights of members of the Settlement Class.

The type of injunction sought here is commonly granted in final approval of class action settlements. *See, e.g., Moeller v. Advance Magazine Publs., Inc.*, Civil Action No. 15-cv-05671-NRB, 2019 U.S. Dist. LEXIS 37795, at *8 (S.D.N.Y. Mar. 6, 2019) (“All Settlement Class Members are hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on or arising out of any of the Released Claims.”); *Gregorio v. Premier Nutrition Corp.*, Civil Action No. 1:17-cv-05987-AT, 2019 U.S. Dist. LEXIS 9405, at *9 (S.D.N.Y. Jan. 17, 2019) (same); *Berkson v. Gogo LLC*, No. 14-CV-1199, 2016 WL 1376544, at *3 (E.D.N.Y. Apr. 5, 2016) (“The Court permanently enjoins the Class Members and any other Releasor from filing, commencing, prosecuting, intervening in, participating in as class members or otherwise, or receiving any benefits or other relief from, any other litigation ... or other proceeding in any jurisdiction, that asserts claims based on, or in any way related to, the Released Claims.”).

The requested injunction is also proper under Section 1651(a) of the All Writs Act. 28 U.S.C. § 1651(a). “When a federal court has jurisdiction over its case in chief, as did the district court here, the All-Writs Act grants it ancillary jurisdiction to issue writs ‘necessary or appropriate in aid of’ that jurisdiction.” *In re Baldwin-United Corp. (Single Premium Deferred Annuities Ins. Litig.)*, 770 F.2d 328, 335 (2d Cir. 1985). *See also, Henson v. Ciba-Geigy Corp.*, 261 F.3d 1065, 1068 (11th Cir. 2001) (“[A] district court has the authority under the [All Writs]

Act to enjoin a party to litigation before it from prosecuting an action in contravention of a settlement agreement over which the district court has retained jurisdiction.”).

Thus, a permanent injunction should issue barring Settlement Class Members who do not request exclusion from pursuing further litigation on substantially similar claims

VII. CONCLUSION

For all the above-stated reasons, Plaintiffs respectfully request that the Motion be granted and the Court enter an order: (a) approving the Settlement; (b) certifying the Settlement Class; (c) confirming its appointment of the Class Representatives as Class Representatives; (d) confirming its appointment of Class Counsel as Class Counsel; and (e) confirming its appointment of Patrick A. Juneau and Thomas Juneau as the Settlement Claims Administrators.

Dated: May 10, 2019

Respectfully submitted,

PLAINTIFFS

By: /s/ David A. Slossberg

**HURWITZ SAGARIN SLOSSBERG
& KNUFF, LLC**

David A. Slossberg (ct13116)

Jeffrey P. Nichols (ct29547)

147 North Broad Street

Milford, CT 06460

Tel: 203-877-8000

Fax: 203-878-9800

dslossberg@hssklaw.com

jnichols@hssklaw.com

Liaison Counsel for Plaintiffs

**WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLP**

Demet Basar

Kate McGuire

Lydia Keaney Reynolds

270 Madison Ave.

New York, New York 10016
Tel.: (212) 545-4600
Fax: (212) 686-0114
basar@whafh.com
mcguire@whafh.com
reynolds@whafh.com

**BEASLEY, ALLEN, CROW,
METHVIN, PORTIS & MILES, P.C.**
W. Daniel “Dee” Miles III
H. Clay Barnett, III
272 Commerce Street
Montgomery, AL 36104
Tel: 334/269-2343
Dee.Miles@Beasleyallen.com
Clay.Barnett@Beasleyallen.com

DICELLO LEVITT & CASEY LLC
Adam J. Levitt
Ten North Dearborn Street, 11th Floor
Chicago, IL 60602
Tel: 312/214-7900
alevitt@dlcfirm.com

Class Counsel

Additional Plaintiffs’ Counsel:

COHEN & MALAD, LLP
David Cutshaw
Vess Miller
One Indiana Square, Suite 1400
Indianapolis, IN 46204
Tel: (317) 636-6481
Fax: (317) 636-2593
dcutshaw@cohenandmalad.com
vmiller@cohenandmalad.com

**FORCHELLI DEEGAN
TERRANA LLP**
Elbert F. Nasis
The Omni
333 Earle Ovington Boulevard, Suite 1010
Uniondale, New York 11553
Tel: (516) 248-1700
Fax: (866) 644-6119
enasis@forchellilaw.com

CERTIFICATE OF SERVICE

I hereby certify that on May 10, 2019, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF system.

/s/ David A. Slossberg

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

NED SIMERLEIN, individually and on behalf of
all others similarly situated,

CASE NO. 3:17-CV-01091-VAB

v.

TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA, INC.,
TOYOTA MOTOR SALES, USA, INC.,
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC.
and TOYOTA MOTOR MANUFACTURING,
INDIANA, INC.

DECLARATION OF JEANNE C. FINEGAN, APR

I, JEANNE C. FINEGAN declare as follows:

INTRODUCTION

1. I am President of HF Media, LLC, Inc. (“HF”) a division of Heffler Claims Group LLC (“Heffler”). This Declaration is based upon my personal knowledge as well as information provided to me by my associates and staff, including information reasonably relied upon in the fields of advertising media and communications.

2. Pursuant to the Ruling and Order On Motion for Preliminary Approval, dated January 14, 2019 (“Order”) (Dkt. 107), I was appointed as the Settlement Notice Administrator.

3. I submit this Declaration to provide the Court and the Parties to the Action a report regarding the successful implementation of the Notice Program, including the overall reach of the Notice Program¹.

4. As described more fully below, the Notice Plan was successfully and timely implemented. In compliance with the Court's Order, the Notice Plan commenced on March 1, 2019 and was substantially completed by March 30, 2019. Combined, the Direct Mail Notice and notice via media, including print and Internet banner ads and social media, reached more than 97 percent of the target audience, i.e., the Class, as defined in the Settlement Agreement, with an average frequency of over five times, which exceeded my prior estimate.

QUALIFICATIONS

5. A comprehensive description of my credentials and experience that qualify me to provide expert opinions on the adequacy of the class action notice program was previously filed with this Court on December 11, 2019. In summary, I have served as an expert directly responsible for the design and implementation of hundreds of class action notice programs, including Federal Trade Commission Enforcement action, some of which are the largest and most complex programs ever implemented in both the United States and in Canada.

6. I was extensively involved as a lead author for "*Guidelines and Best Practices Implementing 2018 Amendments to Rule 23 Class Action Settlement Provisions*"

¹ All capitalized terms shall have the meaning ascribed to them in the Settlement Agreement, unless otherwise specified herein.

published by Duke University School of Law. Also, I am a member of the Board of Directors for the Alliance for Audited Media.

7. My work includes a wide range of class actions and regulatory and consumer matters that include product liability, construction defect, antitrust, asbestos, medical, pharmaceutical, human rights, civil rights, telecommunications, media, environmental, securities, banking, insurance and bankruptcy.

8. Additionally, I have been at the forefront of modern notice, including plain language as noted in a RAND study², and importantly, I was the first notice expert to integrate digital media and social media into court-approved legal notice programs. My recent work includes:

- ***Chapman v. Tristar Products***, Case No. 1:16-cv-1114, JSG (N.D. Ohio 2018)
- ***Cook et. al v. Rockwell International Corp. and the Dow Chemical Co.***, Case No. 14-md-02562-RWS (E.D. Mo. 2016); and
- ***In re: TracFone Unlimited Service Plan Litigation***, Case No. C-13-3440 EMC (N.D. Cal. 2015).

9. In evaluating the adequacy and effectiveness of my notice programs, courts have repeatedly recognized my work as an expert. For example, in:

- (a) ***Carter v Forjas Taurus S.S., Taurus International Manufacturing, Inc.***, Case No. 1:13-CV-24583 PAS (S.D. Fl. 2016). In her Final Order and

² Deborah R. Hensler et al., CLASS ACTION DILEMMAS, PURSUING PUBLIC GOALS FOR PRIVATE GAIN. RAND (2000).

Judgment Granting Plaintiffs Motion for Final Approval of Class Action Settlement, dated July 22, 2016, the Honorable Patricia Seitz stated:

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

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

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

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

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

11. A comprehensive description of my credentials is attached as **Exhibit A**.

NOTICE PROGRAM SUMMARY

12. In compliance with the Court's Order, the Notice Program included the following components:

- Direct mail notice by First- Class U.S. mail to reasonably identifiable Class Members;
- CAFA Notice to appropriate state and federal government officials;
- Publication of a short-form notice ("Publication Notice") in a nationally circulated consumer magazine, with Spanish sub-headlines;
- Publication Notice in territorial newspapers along with banner advertising on the newspapers' web property;
- Online display banner advertising specifically targeted to reach Class Members in both English and Spanish;
- Mobile and app advertising specifically targeted to reach Class Members;
- A press release;
- Social media through Facebook, Twitter, Instagram and Pinterest;
- Search words and terms on Google AdWords;
- An informational website (www.ToyotaSiennaDoorSettlement.com) on which the Settlement Agreement, Frequently Asked Questions, the

notices and other important Court documents that may be of interest to Class Members are posted; and

- A toll-free information line 1.833.305.3915 class members can call 24/7 for more information about the Settlement, including, but not limited to, requesting copies of various documents including, but not limited to, the Long Form Notice and a Claim Form.

DIRECT MAIL NOTICE

13. On December 6, 2018, Heffler received electronic data files from Toyota with Vehicle Identification Numbers (VINs) for Subject Vehicles. These files contained a total of 1,691,245 unique records. Heffler used these files to create the master database of Subject Vehicles.

14. Heffler sent a list of the VINs to R.L. Polk & Co., (“Polk”). From January 25, 2019 to March 13, 2019, Polk provided Heffler with lists of all of the current and former owners or lessees of the Subject Vehicles.

15. Heffler performed a duplicate analysis on the returned names and addresses and found 5,616 Class Members that were associated with 6 or more VINs (223,314 VINs in total). Heffler then sent one notice containing a list of all associated VINs to each of these Class Members, leaving 1,299,946 Class Members who were each sent Direct Mail Notice.

16. Beginning on March 1, 2019, Heffler commenced mailing Direct Mail Notice to the Class by U.S. First Class postage prepaid mail. A true and correct copy of the front and back of the Direct Mail Notice is attached as **Exhibit B**.

17. Heffler employed a rolling mailing process to send out the Direct Mail Notice averaging approximately 324,986 notices a week. This continued until all Class Members

for whom Polk had provided a record were mailed a Direct Mail Notice. Heffler mailed a total of 1,299,946 Direct Mail Notices, excluding re-mailed Direct Mail Notices and forwarded Direct Mail Notices.

18. As of April 15, 2019, Heffler had identified 45,414 Direct Mail Notices that were undeliverable as addressed. Of these, the USPS provided updated addresses for 10,691 records. The addresses were updated in the master database and Direct Mail Notices were promptly re-mailed by Heffler to the forwarding addresses.

19. For the remaining 34,723 Direct Mail Notices identified as undeliverable without a forwarding address, Heffler conducted address searches to attempt to locate new addresses for these Class Members. Heffler was successful in locating a new address for 19,478 of them. Direct Mail Notice was promptly re-mailed by Heffler to all of these newly found addresses.

CAFA NOTICE

20. On December 21, 2018, Heffler sent the required CAFA Notice, on behalf of Defendant, to the United States Attorney General and all “Appropriate” Federal and State Officials. None of the foregoing CAFA Notices were returned as undeliverable. Attached as **Exhibit C** are true and correct copies of the foregoing CAFA Notices Heffler served.

PUBLICATION ELEMENTS

21. The Publication Notice and Media Notice commenced on March 1, 2019, and were completed on March 30, 2019.

PUBLICATION ELEMENTS - MAGAZINE

22. In compliance with the Court's Order, the Publication Notice was published in *People Magazine*, which is a nationally circulated magazine, with an estimated circulation of 3,031,829, that was selected based on the highest coverage and index³ against the target audience characteristics and on previous inclusion in Toyota brand marketing.

23. The Publication Notice was published one time as a half-page, black and white ad on March 15, 2019.

24. Attached as **Exhibit D** is the magazine tear sheet.

PUBLICATION ELEMENTS – U.S. TERRITORIES

25. The Publication Notice was published twice the U.S. Territories: Guam, U.S. Virgin Islands, Marianas, American Samoa and Puerto Rico. Notice in the territories included a combination of local newspaper and digital outreach through local newspaper web properties. Additionally, the press release was distributed to news outlets (broadcast, newspaper and radio stations) in the U.S Territories as follows:

Title	Circulation	1st insertion	2nd insertion
Guam Pacific Daily News	20,000	March 5, 2019	March 19, 2019
Marianas Variety	40,000	March 8, 2019	March 19, 2019
Puerto Rico El Vocero	170,000	March 5, 2019	March 19, 2019
The San Juan Daily Star	50,000	March 5, 2019	March 19, 2019
Samoa Observer	18,500	March 6, 2019	March 20, 2019
The Virgin Islands Daily News	22,500	March 5, 2019	March 13, 2019

³ Index is a media metric that describes a target audience's inclination to use a given outlet. An index over 100 suggests a target population's inclination to use a medium to a greater degree than the rest of the population. For example, an index of 157 would mean that the target is 57 percent more likely than the rest of the population to use a medium.

26. Attached as **Exhibit E** are the newspaper tear sheets.

PUBLICATION ELEMENTS - INTERNET

27. Internet advertising is a particularly helpful method of providing notice in this case, given that according to GfK Mediamark Research and Intelligence LLC , nearly 94 percent of this target is online.

28. In compliance with the Court’s Order, over 102 million online impressions were served to this target group across a whitelist⁴ of approximately 4,000 pre-vetted websites, multiple exchanges, and the social media platforms Facebook, Instagram, Pinterest and Twitter. Online display ads were served in both English and Spanish. We also used pixel retargeting to provide additional reminders for those who visited the website but did not complete a claim form.

29. Targeting focused on Toyota Sienna owners and minivan owners, in addition to targeting contextual keyword topics including Toyota Sienna, Toyota Sienna features, Toyota Sienna dealers, Toyota Sienna ratings, Toyota Sienna safety, Toyota Sienna pricing, Toyota Sienna MSRP, Toyota Sienna door and Toyota Sienna sliding door, among others. Further, we targeted owners of older model vehicles by leveraging the most current publicly available auto repair data to serve ads to auto repair customer households by matching their physical address with the customer’s WIFI/IP address. Importantly, the Notice Program targeted Hispanic Toyota Sienna and minivan owners through Pulpo Hispanic Media Network.

30. Banner advertising appeared in the United States and in the U.S. Territories

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

of Guam, Puerto Rico, Marianas, Samoa and U.S. Virgin Islands in English and Spanish, across multiple devices including desktop, tablet and mobile devices.

31. The banner ads provided information for visitors to self-identify as potential Class Members, where they could “click” on the banner and then link directly to the official website for more information and where they may register online, file a Claim, or seek additional information including frequently asked questions and important court deadlines and documents. Attached as **Exhibit F** are copies of the online banner ads.

GOOGLE ADWORDS

32. Further, this Notice Program employed Google AdWords keyword search terms. When identified target phrases and keywords were used in a user’s search on Google, links appeared on the search result pages. Terms included, but were not limited to: Toyota Sienna, Toyota Sienna features, Toyota Sienna dealers, Toyota Sienna ratings, Toyota Sienna safety, Toyota Sienna pricing, Toyota Sienna MSRP, Toyota recall, Toyota door recall, Toyota Sienna door and Toyota Sienna sliding door, among others.

SOCIAL MEDIA

33. Importantly, this Notice Program included the social media platforms Facebook, Instagram, Twitter and Pinterest.

34. Facebook targeting focused on parents 35-64 years old, including parents of 3+ children, people who are married, homemakers, etc. Targeting also included ethnicities that index high for Toyota Sienna owners (Hispanics and Asians) and targeting to people who follow Toyota’s Facebook and Instagram pages. Social media ads appeared in the U.S. and Territories. Additionally, we retargeted users who visited the Settlement

Website. Banner ads appeared across desktop newsfeeds and mobile app. In partnership with Facebook, banner ads appeared across Instagram.

35. Twitter is an online social networking service that enables users to send and read short 280-character messages called “tweets.” Here, we used keyword targeting to reach Twitter users based on their search queries, recent Tweets, and Tweets with which they recently engaged, as well as followers of accounts such as Toyota USA.

36. Pinterest is a visual discovery tool that you can use to find ideas for all your projects and interests. HF used promoted pins, which appeared in relevant search results. Pins are visual bookmarks that people collect on virtual pinboards. We used keyword contextual targeting focusing on users who have pinned or expressed an interest in keywords such as Toyota Sienna and Toyota minivan, as well as interest targeting to kids and parenting categories.

PRESS RELEASE

37. In compliance with the Order, a press release was issued in both English and Spanish across PR Newswire’s US1 Newslines and to the U.S. Territories on March 1, 2019. My staff and I monitored various media channels for subsequent news articles and identified 323 various media pick-ups. Attached as **Exhibit G** is a copy of the press release and **Exhibit H** is a copy of the pick-up report.

OFFICIAL SETTLEMENT WEBSITE

38. Pursuant to the Court’s Order, an informational, interactive website, www.ToyotaSiennaDoorSettlement.com, was launched on February 26, 2019, to enable potential Class Members to obtain information about the Settlement and obtain and submit

Claim Forms.

39. The website served as a “landing page for the banner advertising,” where Class Members could continue to obtain information about the litigation and the Settlement, their rights and important deadlines, and download or review Settlement-related documents, including, but not limited to, the Settlement Agreement, Long Form Notice, Claim Form, Preliminary Approval Order, and the Unopposed Motion For Entry Of An Order Preliminarily Approving Class Settlement, Directing Notice To The Class And Scheduling Fairness Hearing. The website allows Class Members to complete and submit Claim Forms online, including uploading supporting documents. The website address was prominently displayed in the Direct Mail Notice, the Long Form Notice, the Publication Notice and Claim Form, and is accessible 24-hours a day, 7-days a week. As of May 6, 2019, 48,351 users had visited the website, with 55,684 sessions and over 84,874 page views.

TOLL FREE INFORMATION LINE

40. Further, pursuant to the Order, on March 1, 2019, Heffler established and continues to maintain a 24-hour toll-free telephone line (1-833-305-3915) where callers may obtain information about the Settlement and the litigation. The automated and interactive telephone response system prompts the caller through an IVR that provides detailed settlement information and key terms of the settlement. As of May 6, 2019, the IVR had received 4,736 calls.

EXCLUSION REQUESTS

41. The deadline for exclusion requests is May 3, 2019. As of May 6, 2019, Heffler has received 45 requests for exclusion from Class Members.

CONCLUSION

42. In my opinion, the robust outreach and Notice efforts described above reflect a particularly appropriate, highly targeted and contemporary way to employ notice to the Class. Through a multi-media channel approach to notice, which employs direct notice, traditional, digital, social and mobile media, an estimated 97 percent of targeted Class Members were reached by the media program, on average, more than five times. In my opinion, the robust and multifaceted efforts used in this Notice Program are of the highest modern communication standards, are reasonably calculated to provide notice, and are consistent with best practicable court-approved notice programs in similar matters and the Federal Judicial Center's guidelines concerning appropriate reach.

43. I declare under the penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct. Executed on May 9, 2019 in Tigard, Oregon.



Jeanne C. Finegan, APR

Exhibit A



JEANNE C. FINEGAN, APR

BIOGRAPHY



Jeanne Finegan, APR, is President and Chief Media Officer of HF Media, LLC, a division of Heffler Claims Group. She is a member of the Board of Directors for the prestigious Alliance for Audited Media (“AAM”), and was named by *Diversity Journal* as one of the “Top 100 Women Worth Watching.” She is a distinguished legal notice and communications expert with more than 30 years of communications and advertising experience.

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

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

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

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

Ms. Finegan has provided expert testimony before Congress on issues of notice, and expert testimony in both state and federal courts regarding notification campaigns. She has conducted



numerous media audits of proposed notice programs to assess the adequacy of those programs under Fed R. Civ. P. 23(c)(2) and similar state class action statutes.

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

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

JUDICIAL COMMENTS AND LEGAL NOTICE CASES

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

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

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

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

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

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

¹ Deborah R. Hensler et al., CLASS ACTION DILEMMAS, PURSUING PUBLIC GOALS FOR PRIVATE GAIN. RAND (2000).



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

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

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

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

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

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

Class Notice was reasonable and constituted due, adequate and sufficient notice to all persons entitled to be provided with notice; and d. fully satisfied the requirements of the Federal Rules of Civil Procedure, including Fed. R. Civ. P. 23(c)(2) and (e), the



United States Constitution (including the Due Process Clause), the Rules of this Court, and any other applicable law.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



Golloher v Todd Christopher International, Inc. DBA Vogue International (Organix), No. C 1206002 N.D CA. In the Final Order and Judgment Approving Settlement, the Honorable Richard Seeborg stated:

The distribution of the notice to the Class constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. §1715, and any other applicable law.

Stefanyshyn v. Consolidated Industries, No. 79 D 01-9712-CT-59 (Tippecanoe County Sup. Ct., Ind.). In the Order Granting Final Approval of Settlement, Judge Randy Williams stated:

The long and short form notices provided a neutral, informative, and clear explanation of the Settlement. ... The proposed notice program was properly designed, recommended, and implemented ... and constitutes the “best practicable” notice of the proposed Settlement. The form and content of the notice program satisfied all applicable legal requirements. ... The comprehensive class notice educated Settlement Class members about the defects in Consolidated furnaces and warned them that the continued use of their furnaces created a risk of fire and/or carbon monoxide. This alone provided substantial value.

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

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

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

[A]ll of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices. ... By working with a nationally syndicated media research firm, [Finegan’s



firm] was able to define a target audience for the MassMutual Class Members, which provided a valid basis for determining the magazine and newspaper preferences of the Class Members. (Preliminary Approval Order at p. 9). . . . The Court agrees with Class Counsel that this was more than adequate. (Id. at § 5.2).

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

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

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

The efforts to give notice to potential class members in this case have been thorough. There has been a broad media campaign to publicize the proposed settlement and the court processes. There has also been a direct mail campaign directed at probable investors. I am advised that over 1.2 million claim packages were mailed to persons around the world. In addition, packages have been available through the worldwide web site nortelsecuritieslitigation.com on the Internet. Toll-free telephone lines have been set up, and it appears that class counsel and the Claims Administrator have received innumerable calls from potential class members. In short, all reasonable efforts have been made to ensure that potential members of the class have had notice of the proposal and a reasonable opportunity was provided for class members to register their objections, or seek exclusion from the settlement.

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

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



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

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

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

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

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

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

Pigford v. Glickman and U.S. Department of Agriculture, No. 97-1978. 98-1693 (PLF) (D.D.C.). This matter was the largest civil rights case to settle in the United States in over 40 years. The highly publicized, nationwide paid media program was designed to alert all present and past African-American farmers of the opportunity to recover monetary damages against the U.S. Department of Agriculture for alleged loan discrimination. In his Opinion, the Honorable Paul L. Friedman commended the parties with respect to the notice program, stating;

The parties also exerted extraordinary efforts to reach class members through a massive advertising campaign in general and African American targeted publications and television stations. . . . The Court concludes that class members have received



more than adequate notice and have had sufficient opportunity to be heard on the fairness of the proposed Consent Decree.

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

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

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

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

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

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

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

The Court finds that the Notice Program conducted by the Parties provided individual notice to all known Class Members and all Class Members who could be identified



through reasonable efforts and constitutes the best notice practicable under the circumstances of this Action. This finding is based on the overwhelming evidence of the adequacy of the notice program. ... The media campaign involved broad national notice through television and print media, regional and local newspapers, and the Internet (see id. ¶¶9-11) The result: over 90 percent of Abitibi and ABTco owners are estimated to have been reached by the direct media and direct mail campaign.

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

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

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

In granting final approval to the settlement, the Court found:

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

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

[N]otice of the settlement to the Class was the best notice practicable under the circumstances, including individual notice to all members who can be identified



through reasonable effort. The Court finds that such effort exceeded even reasonable effort and that the Notice complies with the requirements of Civ. R. 23(C).

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

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

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

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

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

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

Barden v. Hurd Millwork Co. Inc., et al, No. 2:6-cv-00046 (LA) (E.D.Wis.) ("***The Court approves, as to form and content, the notice plan and finds that such notice is the best practicable under the circumstances under Federal Rule of Civil Procedure 23(c)(2)(B) and constitutes notice in a reasonable manner under Rule 23(e)(1).***")



Altieri v. Reebok, No. 4:10-cv-11977 (FDS) (D.C.Mass.) ("***The Court finds that the notices ... constitute the best practicable notice... The Court further finds that all of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices.***")

Marengo v. Visa Inc., No. CV 10-08022 (DMG) (C.D.Cal.) ("***[T]he Court finds that the notice plan...meets the requirements of due process, California law, and other applicable precedent. The Court finds that the proposed notice program is designed to provide the Class with the best notice practicable, under the circumstances of this action, of the pendency of this litigation and of the proposed Settlement's terms, conditions, and procedures, and shall constitute due and sufficient notice to all persons entitled thereto under California law, the United States Constitution, and any other applicable law.***")

Palmer v. Sprint Solutions, Inc., No. 09-cv-01211 (JLR) (W.D.Wa.) ("***The means of notice were reasonable and constitute due, adequate, and sufficient notice to all persons entitled to be provide3d with notice.***")

In re: Tyson Foods, Inc., Chicken Raised Without Antibiotics Consumer Litigation, No. 1:08-md-01982 RDB (D. Md. N. Div.) ("***The notice, in form, method, and content, fully complied with the requirements of Rule 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled to notice of the settlement.***")

Sager v. Inamed Corp. and McGhan Medical Breast Implant Litigation, No. 01043771 (Sup. Ct. Cal., County of Santa Barbara) ("***Notice provided was the best practicable under the circumstances.***")

Deke, et al. v. Cardservice Internat'l, Case No. BC 271679, slip op. at 3 (Sup. Ct. Cal., County of Los Angeles) ("***The Class Notice satisfied the requirements of California Rules of Court 1856 and 1859 and due process and constituted the best notice practicable under the circumstances.***")

Levine, et al. v. Dr. Philip C. McGraw, et al., Case No. BC 312830 (Los Angeles County Super. Ct., Cal.) ("***[T]he plan for notice to the Settlement Class ... constitutes the best notice practicable under the circumstances and constituted due and sufficient notice to the members of the Settlement Class ... and satisfies the requirements of California law and federal due process of law.***")

In re: Canadian Air Cargo Shipping Class Actions, Court File No. 50389CP, Ontario Superior Court of Justice, Supreme Court of British Columbia, Quebec Superior Court ("***I am satisfied the proposed form of notice meets the requirements of s. 17(6) of the CPA and the proposed method of notice is appropriate.***")



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

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

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

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

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

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

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

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

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

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

In re: SmithKline Beecham Clinical Billing Litig., No. CV. No. 97-L-1230 (Third Judicial Cir., Madison County, Ill.). Ms. Finegan designed and developed a national media and Internet site notification program in connection with the settlement of a nationwide class action concerning billings for clinical laboratory testing services.

MacGregor v. Schering-Plough Corp., No. EC248041 (Sup. Ct. Cal., County of Los Angeles). This nationwide notification program was designed to reach all persons who had purchased or used an aerosol inhaler manufactured by Schering-Plough. Because no mailing list was available, notice was accomplished entirely through the media program.

In re: Swiss Banks Holocaust Victim Asset Litig., No. CV-96-4849 (E.D.N.Y.). Ms. Finegan managed the design and implementation of the Internet site on this historic case. The site was developed in 21 native languages. It is a highly secure data gathering tool and information hub, central to the global outreach program of Holocaust survivors. www.swissbankclaims.com.

In re: Exxon Valdez Oil Spill Litig., No. A89-095-CV (HRH) (Consolidated) (D. Alaska). Ms. Finegan designed and implemented two media campaigns to notify native Alaskan residents, trade workers, fisherman, and others impacted by the oil spill of the litigation and their rights under the settlement terms.



In re: Johns-Manville Phenolic Foam Litig., No. CV 96-10069 (D. Mass). The nationwide multi-media legal notice program was designed to reach all Persons who owned any structure, including an industrial building, commercial building, school, condominium, apartment house, home, garage or other type of structure located in the United States or its territories, in which Johns-Manville PFRI was installed, in whole or in part, on top of a metal roof deck.

Bristow v Fleetwood Enters Litig., No Civ 00-0082-S-EJL (D. Id). Ms. Finegan designed and implemented a legal notice campaign targeting present and former employees of Fleetwood Enterprises, Inc., or its subsidiaries who worked as hourly production workers at Fleetwood's housing, travel trailer, or motor home manufacturing plants. The comprehensive notice campaign included print, radio and television advertising.

In re: New Orleans Tank Car Leakage Fire Litig., No 87-16374 (Civil Dist. Ct., Parish of Orleans, LA) (2000). This case resulted in one of the largest settlements in U.S. history. This campaign consisted of a media relations and paid advertising program to notify individuals of their rights under the terms of the settlement.

Garrja Spencer v. Shell Oil Co., No. CV 94-074(Dist. Ct., Harris County, Tex.). The nationwide notification program was designed to reach individuals who owned real property or structures in the United States, which contained polybutylene plumbing with acetyl insert or metal insert fittings.

In re: Hurd Millwork Heat Mirror™ Litig., No. CV-772488 (Sup. Ct. of Cal., County of Santa Clara). This nationwide multi-media notice program was designed to reach class members with failed heat mirror seals on windows and doors, and alert them as to the actions that they needed to take to receive enhanced warranties or window and door replacement.

Laborers Dist. Counsel of Alabama Health and Welfare Fund v. Clinical Lab. Servs., Inc., No. CV-97-C-629-W (N.D. Ala.). Ms. Finegan designed and developed a national media and Internet site notification program in connection with the settlement of a nationwide class action concerning alleged billing discrepancies for clinical laboratory testing services.

In re: StarLink Corn Prods. Liab. Litig., No. 01-C-1181 (N.D. Ill).. Ms. Finegan designed and implemented a nationwide notification program designed to alert potential class members of the terms of the settlement.

In re: MCI Non-Subscriber Rate Payers Litig., MDL Docket No. 1275, 3:99-cv-01275 (S.D.Ill.). The advertising and media notice program, found to be "more than adequate" by the Court, was designed with the understanding that the litigation affected all persons or entities who were customers of record for telephone lines presubscribed to MCI/World Com, and were charged the higher non-subscriber rates and surcharges for direct-dialed long distance calls placed on those lines. www.rateclaims.com.



In re: Albertson's Back Pay Litig., No. 97-0159-S-BLW (D.Id.). Ms. Finegan designed and developed a secure Internet site, where claimants could seek case information confidentially.

In re: Georgia Pacific Hardboard Siding Recovering Program, No. CV-95-3330-RG (Cir. Ct., Mobile County, Ala.). Ms. Finegan designed and implemented a multi-media legal notice program, which was designed to reach class members with failed G-P siding and alert them of the pending matter. Notice was provided through advertisements, which aired on national cable networks, magazines of nationwide distribution, local newspaper, press releases and trade magazines.

In re: Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig., Nos. 1203, 99-20593. Ms. Finegan worked as a consultant to the National Diet Drug Settlement Committee on notification issues. The resulting notice program was described and complimented at length in the Court's Memorandum and Pretrial Order 1415, approving the settlement,

In re: Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig., 2000 WL 1222042, Nos. 1203, 99-20593 (E.D.Pa. Aug. 28, 2002).

Ms. Finegan designed the Notice programs for multiple state antitrust cases filed against the Microsoft Corporation. In those cases, it was generally alleged that Microsoft unlawfully used anticompetitive means to maintain a monopoly in markets for certain software, and that as a result, it overcharged consumers who licensed its MS-DOS, Windows, Word, Excel and Office software. The multiple legal notice programs designed by Jeanne Finegan and listed below targeted both individual users and business users of this software. The scientifically designed notice programs took into consideration both media usage habits and demographic characteristics of the targeted class members.

In re: Florida Microsoft Antitrust Litig. Settlement, No. 99-27340 CA 11 (11th Judicial Dist. Ct. of Miami-Dade County, Fla.).

In re: Montana Microsoft Antitrust Litig. Settlement, No. DCV 2000 219 (First Judicial Dist. Ct., Lewis & Clark Co., Mt.).

In re: South Dakota Microsoft Antitrust Litig. Settlement, No. 00-235(Sixth Judicial Cir., County of Hughes, S.D.).

In re: Kansas Microsoft Antitrust Litig. Settlement, No. 99C17089 Division No. 15 Consolidated Cases (Dist. Ct., Johnson County, Kan.) ("The Class Notice provided was the best notice practicable under the circumstances and fully complied in all respects with the requirements of due process and of the Kansas State. Annot. §60-22.3.").

In re: North Carolina Microsoft Antitrust Litig. Settlement, No. 00-CvS-4073 (Wake) 00-CvS-1246 (Lincoln) (General Court of Justice Sup. Ct., Wake and Lincoln Counties, N.C.).



In re: ABS II Pipes Litig., No. 3126 (Sup. Ct. of Cal., Contra Costa County). The Court approved regional notification program designed to alert those individuals who owned structures with the pipe that they were eligible to recover the cost of replacing the pipe.

In re: Avenue A Inc. Internet Privacy Litig., No: C00-1964C (W.D. Wash.).

In re: Lorazepam and Clorazepate Antitrust Litig., No. 1290 (TFH) (D.C.C.).

In re: Providian Fin. Corp. ERISA Litig., No C-01-5027 (N.D. Cal.).

In re: H & R Block., et al Tax Refund Litig., No. 97195023/CC4111 (MD Cir. Ct., Baltimore City).

In re: American Premier Underwriters, Inc, U.S. Railroad Vest Corp., No. 06C01-9912 (Cir. Ct., Boone County, Ind.).

In re: Sprint Corp. Optical Fiber Litig., No: 9907 CV 284 (Dist. Ct., Leavenworth County, Kan).

In re: Shelter Mutual Ins. Co. Litig., No. CJ-2002-263 (Dist.Ct., Canadian County. Ok).

In re: Conseco, Inc. Sec. Litig., No: IP-00-0585-C Y/S CA (S.D. Ind.).

In re: Nat'l Treasury Employees Union, et al., 54 Fed. Cl. 791 (2002).

In re: City of Miami Parking Litig., Nos. 99-21456 CA-10, 99-23765 – CA-10 (11th Judicial Dist. Ct. of Miami-Dade County, Fla.).

In re: Prime Co. Incorporated D/B/A/ Prime Co. Personal Comm., No. L 1:01CV658 (E.D. Tx.).

Alsea Veneer v. State of Oregon A.A., No. 88C-11289-88C-11300.



INTERNATIONAL EXPERIENCE

Bell v. Canadian Imperial Bank of Commerce, et al, Court File No.: CV-08-359335 (Ontario Superior Court of Justice); (2016).

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

In re: Canadian Air Cargo Shipping Class Actions Québec Superior Court).

Fischer v. IG Investment Management LTD., No. 06-CV-307599CP (Ontario Superior Court of Justice).

In Re Nortel I & II Securities Litigation, Civil Action No. 01-CV-1855 (RMB), Master File No. 05 MD 1659 (LAP) (S.D.N.Y. 2006).

Frohlinger v. Nortel Networks Corporation et al., Court File No.: 02-CL-4605 (Ontario Superior Court of Justice).

Association de Protection des Épargnants et Investisseurs du Québec v. Corporation Nortel Networks, No.: 500-06-0002316-017 (Superior Court of Québec).

Jeffery v. Nortel Networks Corporation et al., Court File No.: S015159 (Supreme Court of British Columbia).

Gallardi v. Nortel Networks Corporation, No. 05-CV-285606CP (Ontario Superior Court).

Skarstedt v. Corporation Nortel Networks, No. 500-06-000277-059 (Superior Court of Québec).

SEC ENFORCEMENT NOTICE PROGRAM EXPERIENCE

SEC v. Vivendi Universal, S.A., et al., Case No. 02 Civ. 5571 (RJH) (HBP) (S.D.N.Y.).

The Notice program included publication in 11 different countries and eight different languages.

SEC v. Royal Dutch Petroleum Company, No.04-3359 (S.D. Tex.)



FEDERAL TRADE COMMISSION NOTICE PROGRAM EXPERIENCE

FTC v. TracFone Wireless, Inc., Case No. 15-cv-00392-EMC.

FTC v. Skechers U.S.A., Inc., No. 1:12-cv-01214-JG (N.D. Ohio).

FTC v. Reebok International Ltd., No. 11-cv-02046 (N.D. Ohio)

FTC v. Chanery and RTC Research and Development LLC [Nutraquest], No :05-cv-03460 (D.N.J.)

BANKRUPTCY EXPERIENCE

Ms. Finegan has designed and implemented hundreds of domestic and international bankruptcy notice programs. A sample case list includes the following:

In re AMR Corporation [American Airlines], et al., No. 11-15463 (SHL) (Bankr. S.D.N.Y.) ("*due and proper notice [was] provided, and ... no other or further notice need be provided.*")

In re Jackson Hewitt Tax Service Inc., et al., No 11-11587 (Bankr. D.Del.) (2011). The debtors sought to provide notice of their filing as well as the hearing to approve their disclosure statement and confirm their plan to a large group of current and former customers, many of whom current and viable addresses promised to be a difficult (if not impossible) and costly undertaking. The court approved a publication notice program designed and implemented by Finegan and the administrator, that included more than 350 local newspaper and television websites, two national online networks (24/7 Real Media, Inc. and Microsoft Media Network), a website notice linked to a press release and notice on eight major websites, including CNN and Yahoo. These online efforts supplemented the print publication and direct-mail notice provided to known claimants and their attorneys, as well as to the state attorneys general of all 50 states. The *Jackson Hewitt* notice program constituted one of the first large chapter 11 cases to incorporate online advertising.

In re: Nutraquest Inc., No. 03-44147 (Bankr. D.N.J.)

In re: General Motors Corp. et al, No. 09-50026 (Bankr. S.D.N.Y.). This case is the 4th largest bankruptcy in U.S. history. Ms. Finegan and her team worked with General Motors restructuring attorneys to design and implement the legal notice program.

In re: ACandS, Inc., No. 0212687 (Bankr. D.Del.) (2007) ("*Adequate notice of the Motion and of the hearing on the Motion was given.*").

In re: United Airlines, No. 02-B-48191 (Bankr. N.D Ill.). Ms. Finegan worked with United and its restructuring attorneys to design and implement global legal notice programs. The notice was published in 11 countries and translated into 6 languages. Ms. Finegan worked closely with



legal counsel and UAL's advertising team to select the appropriate media and to negotiate the most favorable advertising rates. www.pd-ual.com.

In re: Enron, No. 01-16034 (Bankr. S.D.N.Y.). Ms. Finegan worked with Enron and its restructuring attorneys to publish various legal notices.

In re: Dow Corning, No. 95-20512 (Bankr. E.D. Mich.). Ms. Finegan originally designed the information website. This Internet site is a major information hub that has various forms in 15 languages.

In re: Harnischfeger Inds., No. 99-2171 (RJW) Jointly Administered (Bankr. D. Del.). Ms. Finegan designed and implemented 6 domestic and international notice programs for this case. The notice was translated into 14 different languages and published in 16 countries.

In re: Keene Corp., No. 93B 46090 (SMB), (Bankr. E.D. MO.). Ms. Finegan designed and implemented multiple domestic bankruptcy notice programs including notice on the plan of reorganization directed to all creditors and all Class 4 asbestos-related claimants and counsel.

In re: Lamonts, No. 00-00045 (Bankr. W.D. Wash.). Ms. Finegan designed and implemented multiple bankruptcy notice programs.

In re: Monet Group Holdings, Nos. 00-1936 (MFW) (Bankr. D. Del.). Ms. Finegan designed and implemented a bar date notice.

In re: Laclede Steel Co., No. 98-53121-399 (Bankr. E.D. MO.). Ms. Finegan designed and implemented multiple bankruptcy notice programs.

In re: Columbia Gas Transmission Corp., No. 91-804 (Bankr. S.D.N.Y.). Ms. Finegan developed multiple nationwide legal notice notification programs for this case.

In re: U.S.H. Corp. of New York, et al. (Bankr. S.D.N.Y.). Ms. Finegan designed and implemented a bar date advertising notification campaign.

In re: Best Prods. Co., Inc., No. 96-35267-T, (Bankr. E.D. Va.). Ms. Finegan implemented a national legal notice program that included multiple advertising campaigns for notice of sale, bar date, disclosure and plan confirmation.

In re: Lodgian, Inc., et al., No. 16345 (BRL) Factory Card Outlet – 99-685 (JCA), 99-686 (JCA) (Bankr. S.D.N.Y.).

In re: Internat'l Total Servs, Inc., et al., Nos. 01-21812, 01-21818, 01-21820, 01-21882, 01-21824, 01-21826, 01-21827 (CD) Under Case No: 01-21812 (Bankr. E.D.N.Y.).

In re: Decora Inds., Inc. and Decora, Incorp., Nos. 00-4459 and 00-4460 (JJF) (Bankr. D. Del.).



In re: Genesis Health Ventures, Inc., et al, No. 002692 (PJW) (Bankr. D. Del.).

In re: Tel. Warehouse, Inc., et al, No. 00-2105 through 00-2110 (MFW) (Bankr. D. Del.).

In re: United Cos. Fin. Corp., et al, No. 99-450 (MFW) through 99-461 (MFW) (Bankr. D. Del.).

In re: Caldor, Inc. New York, The Caldor Corp., Caldor, Inc. CT, et al., No. 95-B44080 (JLG) (Bankr. S.D.N.Y.).

In re: Physicians Health Corp., et al., No. 00-4482 (MFW) (Bankr. D. Del.).

In re: GC Cos., et al., Nos. 00-3897 through 00-3927 (MFW) (Bankr. D. Del.).

In re: Heilig-Meyers Co., et al., Nos. 00-34533 through 00-34538 (Bankr. E.D. Va.).

PRODUCT RECALL AND CRISIS COMMUNICATION EXPERIENCE

Reser's Fine Foods. Reser's is a nationally distributed brand and manufacturer of food products through giants such as Albertsons, Costco, Food Lion, WinnDixie, Ingles, Safeway and Walmart. Ms. Finegan designed an enterprise-wide crisis communication plan that included communications objectives, crisis team roles and responsibilities, crisis response procedures, regulatory protocols, definitions of incidents that require various levels of notice, target audiences, and threat assessment protocols. Ms. Finegan worked with the company through two nationwide, high profile recalls, conducting extensive media relations efforts.

Gulf Coast Claims Facility Notice Campaign. Finegan coordinated a massive outreach effort throughout the Gulf Coast region to notify those who have claims as a result of damages caused by the Deep Water Horizon Oil spill. The notice campaign included extensive advertising in newspapers throughout the region, Internet notice through local newspaper, television and radio websites and media relations. The Gulf Coast Claims Facility (GCCF) was an independent claims facility, funded by BP, for the resolution of claims by individuals and businesses for damages incurred as a result of the oil discharges due to the Deepwater Horizon incident on April 20, 2010.

City of New Orleans Tax Revisions, Post-Hurricane Katrina. In 2007, the City of New Orleans revised property tax assessments for property owners. As part of this process, it received numerous appeals to the assessments. An administration firm served as liaison between the city and property owners, coordinating the hearing schedule and providing important information to property owners on the status of their appeal. Central to this effort was the comprehensive outreach program designed by Ms. Finegan, which included a website and a heavy schedule of television, radio and newspaper advertising, along with the coordination of key news interviews about the project picked up by local media.



ARTICLES

Author, "Creating a Class Notice Program that Satisfies Due Process" Law360, New York, (February 13, 2018 12:58 PM ET).

Author, "3 Considerations for Class Action Notice Brand Safety" Law360, New York, (October 2, 2017 12:24 PM ET).

Author, "What Would Class Action Reform Mean for Notice?" Law360, New York, (April 13, 2017 11:50 AM ET).

Author, "Bots Can Silently Steal your Due Process Notice." Wisconsin Law Journal, April 2017.

Author, "*Don't Turn a Blind Eye to Bots. Ad Fraud and Bots are a Reality of the Digital Environment.*" LinkedIn article March 6, 2107.

Co-Author, "Modern Notice Requirements Through the Lens of *Eisen* and *Mullane*" – Bloomberg - BNA Class Action Litigation Report, 17 CLASS 1077, (October 14, 2016).

Author, "Think All Internet Impressions Are The Same? Think Again" – Law360.com, New York (March 16, 2016, 3:39 ET).

Author, "Why Class Members Should See an Online Ad More Than Once" – Law360.com, New York, (December 3, 2015, 2:52 PM ET).

Author, 'Being 'Media-Relevant' — What It Means and Why It Matters - Law360.com, New York (September 11, 2013, 2:50 PM ET).

Co-Author, "New Media Creates New Expectations for Bankruptcy Notice Programs," ABI Journal, Vol. XXX, No 9, (November 2011).

Quoted Expert, "Effective Class Action Notice Promotes Access to Justice: Insight from a New U.S. Federal Judicial Center Checklist," Canadian Supreme Court Law Review, (2011), 53 S.C.L.R. (2d).

Co-Author, with Hon. Dickran Tevrizian – "Expert Opinion: It's More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape," BNA Class Action Litigation Report, 12 CLASS 464, May 27, 2011.

Co-Author, with Hon. Dickran Tevrizian, Your Insight, "Expert Opinion: It's More Than Just a Report -Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape," TXLR, Vol. 26, No. 21, May 26, 2011.



Quoted Expert, "Analysis of the FJC's 2010 Judges' Class Action Notice and Claims Process Checklist and Guide: A New Roadmap to Adequate Notice and Beyond," BNA Class Action Litigation Report, 12 CLASS 165, February 25, 2011.

Author, Five Key Considerations for a Successful International Notice Program, BNA Class Action Litigation Report, April, 9, 2010 Vol. 11, No. 7 p. 343.

Quoted Expert, "Communication Technology Trends Pose Novel Notification Issues for Class Litigators," BNA Electronic Commerce and Law, 15 ECLR 109 January 27, 2010.

Author, "Legal Notice: R U ready 2 adapt?" BNA Class Action Report, Vol. 10 Class 702, July 24, 2009.

Author, "On Demand Media Could Change the Future of Best Practicable Notice," BNA Class Action Litigation Report, Vol. 9, No. 7, April 11, 2008, pp. 307-310.

Quoted Expert, "Warranty Conference: Globalization of Warranty and Legal Aspects of Extended Warranty," Warranty Week, warrantyweek.com/archive/ww20070228.html/ February 28, 2007.

Co-Author, "Approaches to Notice in State Court Class Actions," For The Defense, Vol. 45, No. 11, November, 2003.

Citation, "Recall Effectiveness Research: A Review and Summary of the Literature on Consumer Motivation and Behavior," U.S. Consumer Product Safety Commission, CPSC-F-02-1391, p.10, Heiden Associates, July 2003.

Author, "The Web Offers Near, Real-Time Cost Efficient Notice," American Bankruptcy Institute, ABI Journal, Vol. XXII, No. 5., 2003.

Author, "Determining Adequate Notice in Rule 23 Actions," For The Defense, Vol. 44, No. 9 September, 2002.

Author, "Legal Notice, What You Need to Know and Why," Monograph, July 2002.

Co-Author, "The Electronic Nature of Legal Noticing," The American Bankruptcy Institute Journal, Vol. XXI, No. 3, April 2002.

Author, "Three Important Mantras for CEO's and Risk Managers," - International Risk Management Institute, irmi.com, January 2002.

Co-Author, "Used the Bat Signal Lately," The National Law Journal, Special Litigation Section, February 19, 2001.



Author, "How Much is Enough Notice," Dispute Resolution Alert, Vol. 1, No. 6. March 2001.

Author, "Monitoring the Internet Buzz," The Risk Report, Vol. XXIII, No. 5, Jan. 2001.

Author, "High-Profile Product Recalls Need More Than the Bat Signal," - International Risk Management Institute, irmi.com, July 2001.

Co-Author, "Do You Know What 100 Million People are Buzzing About Today?" Risk and Insurance Management, March 2001.

Quoted Article, "Keep Up with Class Action," Kentucky Courier Journal, March 13, 2000.

Author, "The Great Debate - How Much is Enough Legal Notice?" American Bar Association – Class Actions and Derivatives Suits Newsletter, winter edition 1999.

SPEAKER/EXPERT PANELIST/PRESENTER

CLE Webinar	"Rule 23 Changes to Notice, Are You Ready for the Digital Wild, Wild West?" October 23, 2018, https://bit.ly/2RIRvZq
American Bar Assn.	Faculty Panelist, 4 th Annual Western Regional CLE Class Actions, "Big Brother, Information Privacy, and Class Actions: How Big Data and Social Media are Changing the Class Action Landscape" San Francisco, CA June, 2018.
Miami Law Class Action & Complex Litigation Forum	Faculty Panelist, "Settlement and Resolution of Class Actions," Miami, FL December 2, 2016.
The Knowledge Group	Faculty Panelist, "Class Action Settlements: Hot Topics 2016 and Beyond," Live Webcast, www.theknowledgegroup.org , October 2016.
ABA National Symposium	Faculty Panelist, "Ethical Considerations in Settling Class Actions," New Orleans, LA, March 2016.
S.F. Banking Attorney Assn.	Speaker, "How a Class Action Notice can Make or Break your Client's Settlement," San Francisco, CA, May 2015.
Perrin Class Action Conf.	Faculty Panelist, "Being Media Relevant, What It Means and Why It Matters – The Social Media Evolution: Trends, Challenges and Opportunities," Chicago, IL May 2015.
Bridgeport Continuing Ed.	Speaker, Webinar "Media Relevant in the Class Notice Context." July, 2014.



Bridgeport Continuing Ed.	Faculty Panelist, "Media Relevant in the Class Notice Context." Los Angeles, California, April 2014.
CASD 5 th Annual	Speaker, "The Impact of Social Media on Class Action Notice." Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, September 2012.
Law Seminars International	Speaker, "Class Action Notice: Rules and Statutes Governing FRCP (b)(3) Best Practicable... What constitutes a best practicable notice? What practitioners and courts should expect in the new era of online and social media." Chicago, IL, October 2011. *Voted by attendees as one of the best presentations given.
CASD 4 th Annual	Faculty Panelist, "Reasonable Notice - Insight for practitioners on the FJC's <i>Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide</i> . Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, October 2011.
CLE International	Faculty Panelist, Building a Workable Settlement Structure, CLE International, San Francisco, California May, 2011.
CASD	Faculty Panelist, "21 st Century Class Notice and Outreach." 3 rd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2010.
CASD	Faculty Panelist, "The Future of Notice." 2 nd Annual Class Action Symposium CASD Symposium, San Diego California, October 2009.
American Bar Association	Speaker, 2008 Annual Meeting, "Practical Advice for Class Action Settlements: The Future of Notice In the United States and Internationally – Meeting the Best Practicable Standard." Section of Business Law Business and Corporate Litigation Committee – Class and Derivative Actions Subcommittee, New York, NY, August 2008.
Women Lawyers Assn.	Faculty Panelist, Women Lawyers Association of Los Angeles "The Anatomy of a Class Action." Los Angeles, CA, February, 2008.
Warranty Chain Mgmt.	Faculty Panelist, Presentation Product Recall Simulation. Tampa, Florida, March 2007.
Practicing Law Institute.	Faculty Panelist, CLE Presentation, 11 th Annual Consumer Financial Services Litigation. Presentation: Class Action Settlement



	Structures – Evolving Notice Standards in the Internet Age. New York/Boston (simulcast), NY March 2006; Chicago, IL April 2006 and San Francisco, CA, May 2006.
U.S. Consumer Product Safety Commission	Ms. Finegan participated as an invited expert panelist to the CPSC to discuss ways in which the CPSC could enhance and measure the recall process. As a panelist, Ms Finegan discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda, MD, September 2003.
Weil, Gotshal & Manges	Presenter, CLE presentation, “A Scientific Approach to Legal Notice Communication.” New York, June 2003.
Sidley & Austin	Presenter, CLE presentation, “A Scientific Approach to Legal Notice Communication.” Los Angeles, May 2003.
Kirkland & Ellis	Speaker to restructuring group addressing “The Best Practicable Methods to Give Notice in a Tort Bankruptcy.” Chicago, April 2002.
Georgetown University Law	Faculty, CLE White Paper: “What are the best practicable methods to Center Mass Tort Litigation give notice? Dispelling the communications myth – A notice Institute disseminated is a notice communicated,” Mass Tort Litigation Institute. Washington D.C., November, 2001.
American Bar Association	Presenter, “How to Bullet-Proof Notice Programs and What Communication Barriers Present Due Process Concerns in Legal Notice,” ABA Litigation Section Committee on Class Actions & Derivative Suits. Chicago, IL, August 6, 2001.
McCutchin, Doyle, Brown	Speaker to litigation group in San Francisco and simulcast to four other McCutchin locations, addressing the definition of effective notice and barriers to communication that affect due process in legal notice. San Francisco, CA, June 2001.
Marylhurst University	Guest lecturer on public relations research methods. Portland, OR, February 2001.
University of Oregon	Guest speaker to MBA candidates on quantitative and qualitative research for marketing and communications programs. Portland, OR, May 2001.



Judicial Arbitration & Mediation Services (JAMS)	Speaker on the definition of effective notice. San Francisco and Los Angeles, CA, June 2000.
International Risk Management Institute	Past Expert Commentator on Crisis and Litigation Communications. www.irmi.com .
The American Bankruptcy Institute Journal (ABI)	Past Contributing Editor – Beyond the Quill. www.abi.org .

BACKGROUND

Ms. Finegan's past experience includes working in senior management for leading Class Action Administration firms including The Garden City Group ("GCG") and Poorman-Douglas Corp., ("EPIQ"). Ms. Finegan co-founded Huntington Advertising, a nationally recognized leader in legal notice communications. After Fleet Bank purchased her firm in 1997, she grew the company into one of the nation's leading legal notice communication agencies.

Prior to that, Ms. Finegan spearheaded Huntington Communications, (an Internet development company) and The Huntington Group, Inc., (a public relations firm). As a partner and consultant, she has worked on a wide variety of client marketing, research, advertising, public relations and Internet programs. During her tenure at the Huntington Group, client projects included advertising (media planning and buying), shareholder meetings, direct mail, public relations (planning, financial communications) and community outreach programs. Her past client list includes large public and privately held companies: Code-A-Phone Corp., Thrifty-Payless Drug Stores, Hyster-Yale, The Portland Winter Hawks Hockey Team, U.S. National Bank, U.S. Trust Company, Morley Capital Management, and Durametal Corporation.

Prior to Huntington Advertising, Ms. Finegan worked as a consultant and public relations specialist for a West Coast-based Management and Public Relations Consulting firm.

Additionally, Ms. Finegan has experience in news and public affairs. Her professional background includes being a reporter, anchor and public affairs director for KWJJ/KJIB radio in Portland, Oregon, as well as reporter covering state government for KBZY radio in Salem, Oregon. Ms. Finegan worked as an assistant television program/promotion manager for KPDX directing \$50 million in programming. She was also the program/promotion manager at KECH-22 television.

Ms. Finegan's multi-level communication background gives her a thorough, hands-on understanding of media, the communication process, and how it relates to creating effective and efficient legal notice campaigns.



MEMBERSHIPS, PROFESSIONAL CREDENTIALS

APR Accredited. Universal Board of Accreditation Public Relations Society of America

- **Member of the Public Relations Society of America**
- **Member Canadian Public Relations Society**

Board of Directors - Alliance for Audited Media

Alliance for Audited Media (“AAM”) is the recognized leader in cross-media verification. It was founded in 1914 as the Audit Bureau of Circulations (ABC) to bring order and transparency to the media industry. Today, more than 4,000 publishers, advertisers, agencies and technology vendors depend on its data-driven insights, technology certification audits and information services to transact with trust.

SOCIAL MEDIA

LinkedIn: www.linkedin.com/in/jeanne-finegan-apr-7112341b

Exhibit B

Simerlein, et al., v. Toyota Motor Corporation, et al.,
Case No. 3:17-cv-01091-VAB (D. Conn.)
c/o Settlement Notice Administrator
P.O. Box 230
Philadelphia, PA 19105-0230

Presorted
First Class
US Postage PD
Lansdale, PA
Permit 491

Electronic Service Requested



Class Member ID: 31037ABCDEF12

Important Legal Notice

T1 P1 *****AUTO**MIXED AADC 190 1
JOHN SMITH
123 ANYSTREET
ANYTOWN NY 55555-5555



If you purchased, own(ed), or lease(d) a 2011-2018 model year Toyota Sienna vehicle equipped with sliding doors, you may be eligible to benefit from a class action Settlement.

Si desea recibir esta notificación en español, llámenos o visite nuestra página www.ToyotaSiennaDoorSettlement.com.

A proposed settlement has been reached in class actions alleging that certain Toyota Sienna vehicles contained defective power sliding doors. Toyota denies the allegations and the Court has not decided who is right. **The purpose of this notice is to inform you of the proposed settlement so that you may decide what to do.**

Who's Included? Toyota's records indicate that you may be a Class Member. The Settlement offers benefits to purchasers and current and former owners and lessees of 2011–2018 model year Toyota Sienna vehicles equipped with sliding doors (“Subject Vehicles”), subject to certain exclusions. This Settlement does not involve claims of personal injury, wrongful death, or actual physical property damage arising from an accident involving the Subject Vehicles.

What Are the Settlement Terms? The Settlement offers several benefits including a Customer Confidence Program providing prospective coverage for certain repairs to certain sliding door parts, a Loaner Vehicle to eligible Class Members whose Subject Vehicles are undergoing repairs that are covered by the Customer Confidence Program, and reimbursement of certain out-of-pocket expenses. For further details about the Settlement, including the relief, deadlines, eligibility, and release, please go to www.ToyotaSiennaDoorSettlement.com.

How Can I Receive Settlement Benefits? To receive reimbursement for previously paid out-of-pocket expenses for repairs that are related to internal functional concerns of the parts that impede the closing and opening operations of the sliding door in manual and power modes, you must file a timely Claim postmarked by a date to be set, which will not be earlier than 60 days after the Court's June 4, 2019 fairness hearing. You may also bring your Subject Vehicles in to an authorized Toyota Dealer within one year of the date of entry of the Final Order and Final Judgment to receive one inspection of your sliding door at no cost to you.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **May 3, 2019**. If you do not, you will release any claims you may have against Toyota and Released Parties, and receive certain settlement benefits. You may object to the Settlement, and/or Attorneys' Fees, Costs, and Expenses by **May 3, 2019**. You cannot both exclude yourself from, and object to, the Settlement. The Long Form Notice available on the Settlement website explains the Settlement. The Court will hold a hearing on **June 4, 2019 at 11 a.m. EDT** in Courtroom Two of the United States District Court of the District of Connecticut, 915 Lafayette Boulevard, Bridgeport, Connecticut, to consider whether to finally approve the Settlement. You may appear at the hearing, either yourself or through an attorney hired and paid for by you but are not required to appear to obtain benefits under the Settlement.

Please consult www.ToyotaSiennaDoorSettlement.com or call 1-833-305-3915 to determine how this Settlement may affect you.

Exhibit C

KING & SPALDING

King & Spalding LLP
1185 Avenue of the Americas, 35th Floor
New York, NY 10036-4003
Tel: +1 212 556 2100
Fax: +1 212 556 2222
www.kslaw.com

John P. Hooper
Partner
Direct Dial: +1 212 556 2220
Direct Fax: +1 212 556 2222
jhooper@kslaw.com

December 17, 2018

Via Certified Return Receipt U.S. Mail

The Honorable Matthew Whitaker, Esq.
Acting Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530

The Attorneys General Identified
in the Attached Exhibit A

Simerlein, et al. v. Toyota Motor Corporation et al., No. 3:17-cv-01091-VAB (U.S.D.C. D. Conn.) **(the “Action”) Class Action Settlement**

Dear Mr. Whitaker and Attorneys General,

Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 *et seq.* (“CAFA”), this letter and the documents listed below (CD-ROM enclosed) shall constitute Notice of a Proposed Class Action Settlement by Defendants Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc. Toyota Motor North America, Inc., and Toyota Motor Manufacturing, Indiana, Inc. (“Defendants” or “Toyota”), through Defendants’ undersigned counsel, in the above-referenced action.

In conjunction with this notice, please find copies of the following documents on the enclosed CD-ROM:

1. Settlement Agreement filed in the Action
 - a. Exhibit A – Claim Form;
 - b. Exhibit B – Direct Mail Notice
 - c. Exhibit C – Final Judgment;
 - d. Exhibit D – Final Order;
 - e. Exhibit E – Long Form Notice;

The Honorable Mathew Whitaker, Esq. and the Attorneys General
December 17, 2018
Page 2

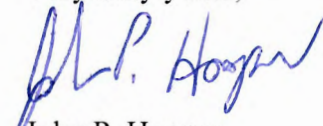
- f. Exhibit F – Preliminary Approval Order;
 - g. Exhibit G – Publication Notice;
 - h. Exhibit H – Declaration of Jeanne C. Finegan, APR;
2. *Simerlein, et al. v. Toyota Motor Corporation, et al.*, No. 3:17-cv-01091-VAB (D. Conn.)
- a. Original Complaint, with exhibits;
 - b. Amended Complaint, with exhibits;
 - c. Second Amended Complaint, with exhibits;
3. *Combs/Franklin, et al. v. Toyota Motor Corporation, et al.*, No. 2:17-cv-04633-VAP-AFM (C.D. Cal.)
- a. Original Complaint, with exhibits;
 - b. Amended Complaint, with exhibits;
 - c. Second Amended Complaint, with exhibits;

Please take note that the parties filed the operative Settlement Agreement and exhibits thereto in the Action with the District of Connecticut (the “Court”) on December 11, 2018. The Court has not issued a preliminary approval order as of the date of this letter. A preliminary approval hearing has been scheduled for January 7, 2019 at 4:00 p.m. Eastern Time.

At the present time it is not feasible to provide the names of each class member who resides in each jurisdiction. Accordingly, pursuant to 28 U.S.C. § 1715(b)(7)(B), Defendants believe that class members reside in all 50 States, the District of Columbia, and territories and possession of the United States. Defendants estimate that there are a total of approximately 1,190,000 subject vehicles, although Defendants may have additional information on the subject vehicles at a later date.

If for any reason you believe the enclosed information does not fully comply with CAFA, please notify the undersigned immediately so that Defendants can address any concerns you may have.

Very truly yours,



John P. Hooper

Enclosures

SERVICE LIST FOR CAFA NOTICE

Acting U.S. Attorney General

Matthew Whitaker
District of Columbia Attorney General
950 Pennsylvania Ave, NW
Washington, DC 20530-0009

Alabama Attorney General

Steven Marshall
501 Washington Ave. P.O. Box 300152
Montgomery, AL 36130-0152

Alaska Attorney General

Jahna Lindemuth
1031 W 4th Ave, Suite 200
Anchorage, AK 99501-1994

American Samoa Attorney General

Talauega Eleasalo V. Ale
American Samoa Gov't, Exec. Ofc. Bldg, Utulei,
Territory of American Samoa
Pago Pago, AS 96799

Arizona Attorney General

Mark Brnovich
1275 W. Washington St.
Phoenix, AZ 85007

Arkansas Attorney General

Leslie Rutledge
323 Center St., Suite 200
Little Rock, AR 72201-2610

California Attorney General

Xavier Becerra
1300 I St., Ste. 1740
Sacramento, CA 95814

Colorado Attorney General

Cynthia H. Coffman
Ralph L. Carr Colorado Judicial Center
1300 Broadway, 10th Floor
Denver, CO 80203

Connecticut Attorney General

George Jepsen
55 Elm St.
Hartford, CT 06106

Delaware Attorney General

Matthew Denn
Carvel State Office Building
820 N. French St.,
Wilmington, DE 19801

District of Columbia Attorney General

Karl Racine
441 4th Street, NW, Suite 1100S
Washington, DC 20001

Florida Attorney General

Pamela J. Bondi
The Capitol, PL 01
Tallahassee, FL 32399-1050

Georgia Attorney General

Chris Carr
40 Capitol Square, SW
Atlanta, GA 30334-1300

Guam Attorney General

Elizabeth Barret-Anderson
Office of the Attorney General, ITC Building
590 S. Marine Corps Dr, Ste. 706
Tamuning, Guam 96913

Hawaii Attorney General

Russell Suzuki
425 Queen St.
Honolulu, HI 96813

Idaho Attorney General

Lawrence Wasden
700 W. Jefferson Street, Suite 210
P.O. Box 83720
Boise, ID 83720-1000

Illinois Attorney General

Lisa Madigan
James R. Thompson Ctr.
100 W. Randolph St.
Chicago, IL 60601

Indiana Attorney General

Curtis T. Hill, Jr
Indiana Government Center South – 5th Floor
302 West Washington Street
Indianapolis, IN 46204

Iowa Attorney General

Tom Miller
Hoover State Office Building
1305 E. Walnut
Des Moines, IA 50319

Kansas Attorney General

Derek Schmidt
120 S.W. 10th Ave., 2nd Fl.
Topeka, KS 66612-1597

Kentucky Attorney General

Andy Beshear
700 Capitol Avenue
Capitol Building, Suite 118
Frankfort, KY 40601

Louisiana Attorney General

Jeff Landry
P.O. Box 94095
Baton Rouge, LA 70804-4095

Maine Attorney General

Janet T. Mills
State House Station 6
Augusta, ME 04333

Maryland Attorney General

Brian Frosh
200 St. Paul Place
Baltimore, MD 21202-2202

Massachusetts Attorney General

Maura Healey
1 Ashburton Place
Boston, MA 02108-1698

Michigan Attorney General

Bill Schuette
P.O. Box 30212
525 W. Ottawa St.
Lansing, MI 48909-0212

Minnesota Attorney General

Lori Swanson
State Capitol,
75 Dr. Martin Luther King Jr. Blvd., Ste. 102
St. Paul, MN 55155

Mississippi Attorney General

Jim Hood
Department of Justice
P.O. Box 220
Jackson, MS 39205

Missouri Attorney General

Josh D. Hawley
Supreme Ct. Bldg.
207 W. High St.
Jefferson City, MO 65101

Montana Attorney General

Tim Fox
Justice Bldg.
215 N. Sanders
Helena, MT 59620-1401

Nebraska Attorney General

Doug Petterson
State Capitol
P.O. Box 98920
Lincoln, NE 68509-8920

Nevada Attorney General

Adam Paul Laxalt
Old Supreme Ct. Bldg.
100 N. Carson St.
Carson City, NV 89701

New Hampshire Attorney General

Gordon Macdonald
33 Capitol St.
Concord, NH 03301

New Jersey Attorney General

Gurbir S. Grewal
Richard J. Hughes Justice Complex
25 Market Street, P.O. Box 080
Trenton, NJ 08625

New Mexico Attorney General

Hector Balderas
P.O. Drawer 1508
Santa Fe, NM 87504-1508

New York Attorney General

Barbara Underwood
Department of Law - The Capitol, 2nd fl.
Albany, NY 12224

North Carolina Attorney General

Josh Stein
Dept. of Justice
P.O. Box 629
Raleigh, NC 27602-0629

North Dakota Attorney General

Wayne Stenehjem
State Capitol
600 E. Boulevard Ave.
Bismarck, ND 58505-0040

Northern Mariana Islands Attorney General

Edward Manibusan
Administration Building
P.O. Box 10007
Saipan, MP 96950-8907

Ohio Attorney General

Mike DeWine
State Office Tower
30 E. Broad St.,
Columbus, OH 43266-0410

Oklahoma Attorney General

Mike Hunter
313 NE 21st Street
Oklahoma City, OK 73105

Oregon Attorney General

Ellen F. Rosenblum
Justice Bldg.
1162 Court St., NE
Salem, OR 97301

Pennsylvania Attorney General

Josh Shapiro
Pennsylvania Office of Attorney General, 16th Flr.
Strawberry Square
Harrisburg, PA 17120

Puerto Rico Attorney General

Wanda Vazquez-Garced
P.O. Box 9020192
San Juan, PR 00902-0192

Rhode Island Attorney General

Peter Kilmartin
150 S. Main St.
Providence, RI 02903

South Carolina Attorney General

Alan Wilson
Rembert C. Dennis Office Building
P.O.Box 11549,
Columbia, SC 29211-1549

South Dakota Attorney General

Marty J. Jackley
1302 East Highway 14, Suite 1
Pierre, SD 57501-8501

Tennessee Attorney General

Herbert H. Slatery, III
425 5th Avenue North
Nashville, TN 37243

Texas Attorney General

Ken Paxton
Capitol Station
P.O.Box 12548,
Austin, TX 78711-2548

Utah Attorney General

Sean Reyes
State Capitol, Rm. 236
Salt Lake City, UT 84114-0810

Vermont Attorney General

TJ Donovan
109 State St.
Montpelier, VT 05609-1001

Virgin Islands Attorney General

Claude E. Walker
34-38 Kornprindsens Gade
G.E.R.S. Building, 2nd Flr
St. Thomas, VI 00802

Virginia Attorney General

Mark Herring
202 North Ninth St.
Richmond, VA 23219

Washington Attorney General

Bob Ferguson
1125 Washington St. SE
P.O. Box 40100
Olympia, WA 98504-0100

West Virginia Attorney General

Patrick Morrissey
State Capitol
1900 Kanawha Blvd., E.
Charleston, WV 25305

Wisconsin Attorney General

Brad Schimel
Wisconsin Department of Justice, State Capitol, Room 114 East
P.O. Box 7857
Madison, WI 53707-7857

Wyoming Attorney General

Peter K. Michael
State Capitol Bldg.
Cheyenne, WY 82002

Exhibit D

INSIDE THE COLLEGE ADMISSIONS SCANDAL

NEW
DETAILS

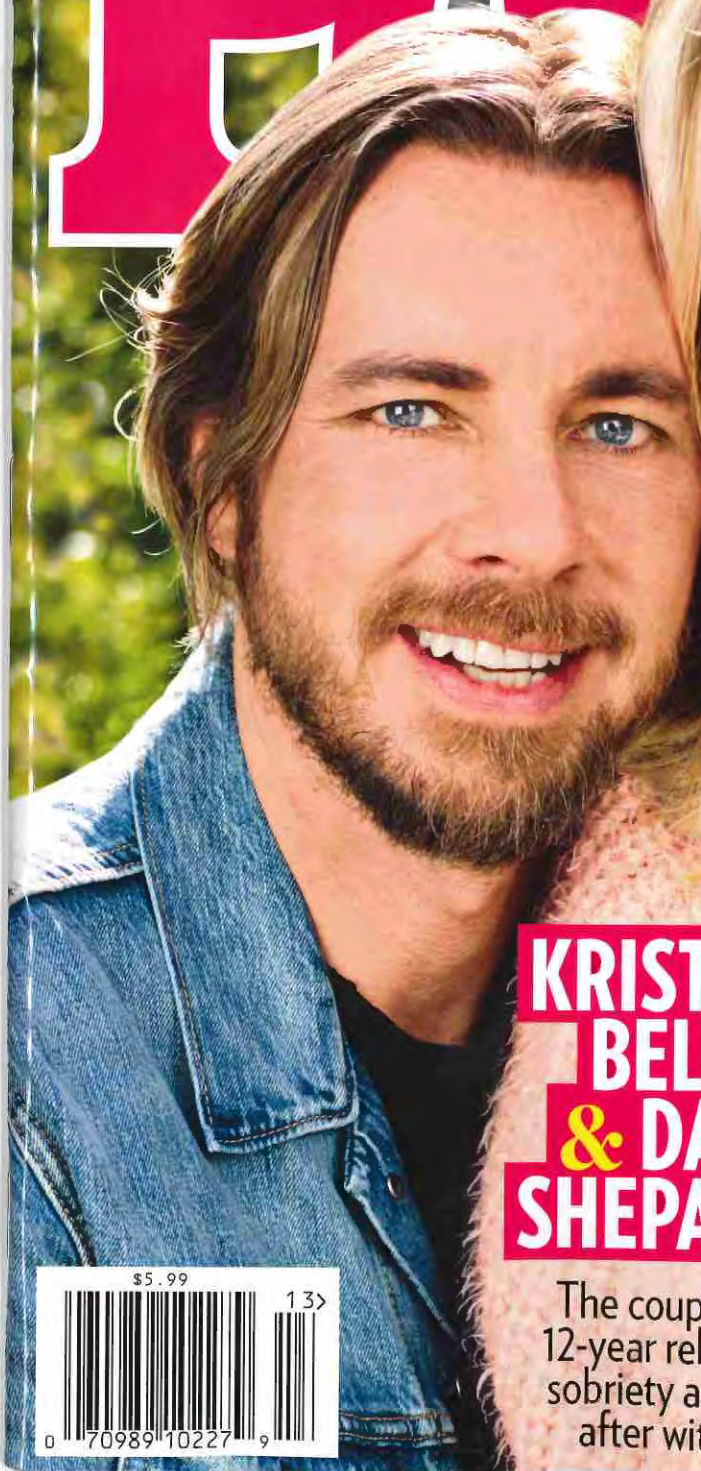


Lori
Loughlin &
Felicity
Huffman

April 1, 2019

People

People
EXCLUSIVE!



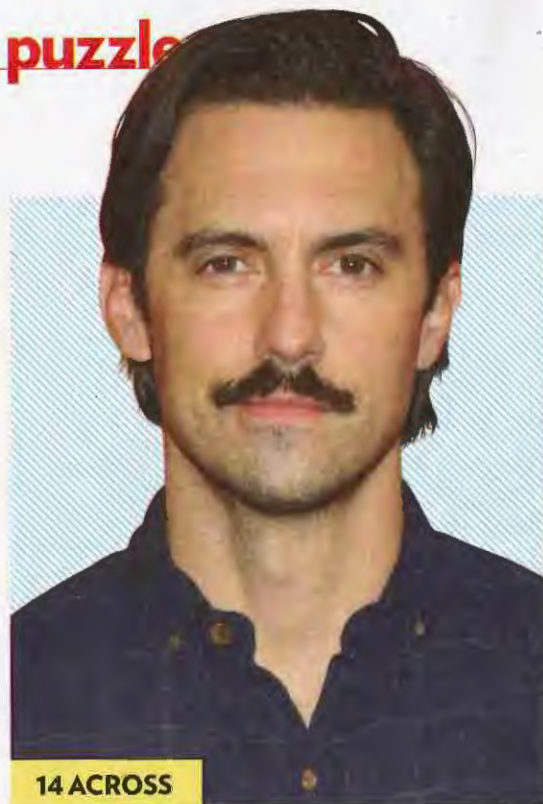
**KRISTEN
BELL
& DAX
SHEPARD**

How We Make Our Marriage Work

The couple open up about their 12-year relationship, his hard-won sobriety and finding happily ever after with their two little girls

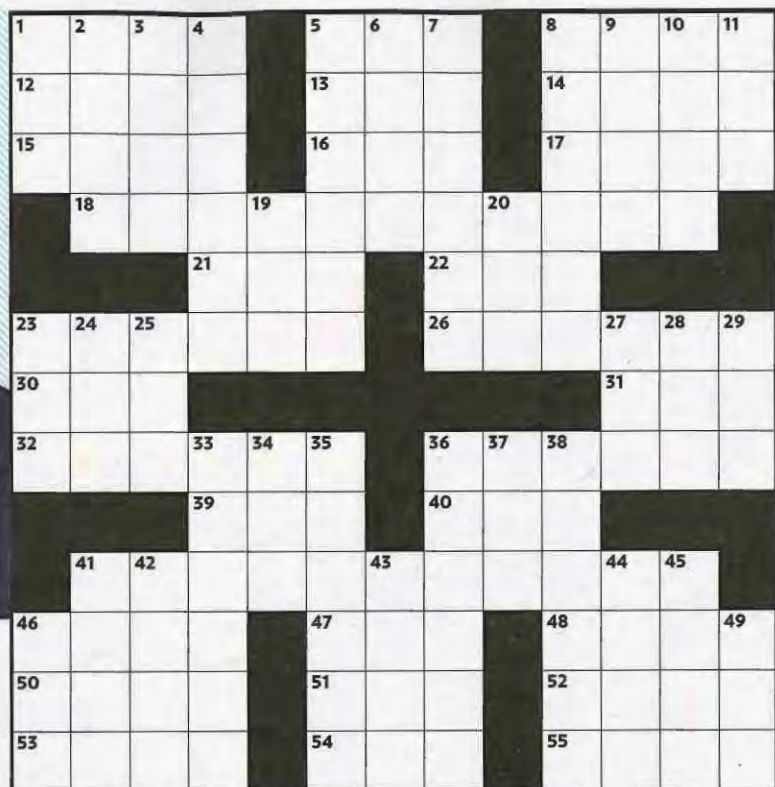
\$5.99 13>
0 70989 10227 9

puzzle



14 ACROSS

This Is Us Patriarch



ACROSS

- 1 What Rosebud is, in *Citizen Kane*
- 5 A Gershwin brother
- 8 "When ___ Loves a Woman" (2 wds.)
- 12 Kelly of *Live with Kelly and Ryan*
- 13 He's Just ___ *That into You*
- 14 First name of actor who plays Jack Pearson in *This Is Us*
- 15 "It Won't ___ Like Christmas (Without You)"
- 16 Preceder of com in a web address
- 17 Finales
- 18 *This Is Us* star's last name
- 21 Historical period
- 22 Hawaiian garland
- 23 Panettiere who costarred with and dated 14 Across
- 26 Bledel who fell for 14 Across on *Gilmore Girls*
- 30 Kids' card game
- 31 Singer Yoko
- 32 ___ *Public* (series for 14/18 Across set in Mass.'s capital)
- 36 Sci-fi TV series where 14 Across and 23 Across met
- 39 Frozen over, as a winter sidewalk
- 40 Wide-shoe letters
- 41 Boxing sequel starring 14 Across as Stallone's son (2 wds.)
- 46 Taylor Swift's "Look ___ You Made Me Do"
- 47 Singer Garfunkel
- 48 Mrs. Krabappel on *The Simpsons*
- 50 Antifur org. (inits.)
- 51 Keanu's role in *The Matrix*

DOWN

- 1 Fourth-year college students (abbr.)
- 2 Schreiber of *Spotlight*
- 3 Olympics sword
- 4 Lady Macbeth line: "Out, ___ spot!"
- 5 Like Gandhi or Padma Lakshmi ___ and board
- 7 Famed Hun
- 8 2001 French rom-com nominated for five Oscars
- 9 Type of skirt in *The Mod Squad*
- 10 Alan of *M*A*S*H*
- 11 Rejections
- 19 Three, in Italy
- 20 Toothpaste type
- 23 Wheel's center
- 24 "I'd like to buy ___ Pat" (2 wds.)
- 25 Casual greetings
- 27 One-kiss, two-hug letter sign-off
- 28 Suffix with serpent
- 29 Distress call in *The Poseidon Adventure*
- 33 Classic game show: ___ *Dough* (2 wds.)
- 34 Doc ___ (rhyming nickname for Spider-Man's many-armed foe)
- 35 Bronx baseball player (inits. + nickname)
- 36 Patricia of *Everybody Loves Raymond*
- 37 Dangerous fish in *The Deep*
- 38 *Star Wars* resistance fighters, e.g.
- 41 Perlman of *Cheers*
- 42 Bucketful for *Mister Ed*
- 43 Marcia's *Desperate Housewives* role
- 44 Lamar of *Khloé & Lamar*
- 45 Poker-pot starter
- 46 Typing speed (inits.)
- 49 Food Network's *The Best Thing I Ever ___*

ANSWERS TO LAST WEEK'S PUZZLER



PAUL ARCHULETA/FILMMAGIC

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



Si desea recibir esta notificación en español, llámenos o visite nuestra página www.ToyotaSiennaDoorSettlement.com.

There is a proposed Settlement in a class action lawsuit against Toyota concerning certain Sienna vehicles. Those included in the Settlement have legal rights and options that must be exercised by certain deadlines.

What is the lawsuit about?

The lawsuit alleges the power sliding doors in certain Sienna vehicles are defective. Toyota denies that it has violated any law, or engaged in any wrongdoing. The Court did not decide which side was right. Instead, the parties decided to settle.

Am I Included in the proposed Settlement?

Subject to certain limited exclusions, you are included if as of March 1, 2019,

- You own(ed), purchased, and/or lease(d) a 2011-2018 model year Sienna ("Subject Vehicle"); and
- Your Subject Vehicle was distributed for sale or lease in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions of the United States.

This Settlement does not involve claims of wrongful death, personal injury or physical property damage caused by an accident.

What does the Settlement provide?

The Settlement offers several benefits including a Customer Confidence Program providing prospective coverage for certain repairs to certain sliding door parts, a Loaner Vehicle to eligible Class Members, and reimbursement of certain out-of-pocket expenses. Some of these benefits require action by Class Members by certain deadlines.

What are my options?

If you do nothing, you will remain in the Class, receive certain benefits and will not be able to sue Toyota. You can exclude yourself by May 3, 2019, if you don't want to be part of the Settlement. You won't get any settlement benefits, but you keep the right to sue Toyota. You can submit a Claim Form by a date to be set, which will not be earlier than 60 days after the Court's June 4, 2019 fairness hearing, if you have out-of-pocket expenses covered by the Settlement and don't exclude yourself. You can object to all or part of the Settlement by May 3, 2019, if you don't exclude yourself. The full notice describes how to exclude yourself, submit a Claim Form and/or object.

The Court will hold a fairness hearing on June 4, 2019 at 11 a.m. EDT to: (a) consider whether the proposed settlement is fair, reasonable, and adequate; and (b) decide the plaintiffs' lawyers' request for fees of up to \$6,500,000.00 and costs and expenses of up to \$500,000.00 (which includes Class Representative service awards of not more than \$2,500.00 each). The motion for attorneys' fees and costs will be posted on the website after they are filed. You may but are not required to appear at the hearing, and you may hire an attorney to appear for you, at your own expense.

For more information or a Claim Form call 1-833-305-3915 or visit www.ToyotaSiennaDoorSettlement.com.

1-833-305-3915
www.ToyotaSiennaDoorSettlement.com

IF YOU RECEIVED A CASH DISTRIBUTION IN CONNECTION WITH CERTAIN AMERICAN DEPOSITORY RECEIPTS ("ADRS") FOR WHICH CITIBANK N.A. SERVED AS DEPOSITORY OR IF YOU CURRENTLY OWN SUCH ADRS, YOUR RIGHTS MAY BE AFFECTED.

Pursuant to Federal Rule of Civil Procedure 23 and Court Order, *Merryman et al. v. Citigroup, Inc. et al.*, No. 1:15-cv-09185-CM-KNF (S.D.N.Y.) has been provisionally certified as a class action for settlement purposes and a settlement for \$14,750,000 in cash and certain additional non-monetary relief has been proposed, which, if approved, will resolve all claims in the litigation. This notice provides basic information. It is important that you review the detailed notice ("Notice") found at the website below.

What is this lawsuit about: Plaintiffs allege that, during the relevant time period, Citibank N.A. (the "Depository") systematically deducted impermissible fees for conducting foreign exchange from dividends and/or cash distributions issued by foreign companies, and owed to ADR holders. The Depository has denied, and continues to deny, any wrongdoing or liability whatsoever.

Who is a Class Member: Persons or entities (1) who received cash distributions from the ADRs listed in Appendix 1 to the Notice from January 1, 2006 to September 4, 2018, inclusive, and were damaged thereby (the "Damages Class"); and/or (2) who currently own the ADRs listed in Appendix 1 to the Notice (the "Current Holder Class" and, together with the Damages Class, the "Class").

What are the benefits: If the Court approves the settlement, the proceeds, after deduction of Court-approved notice and administration costs, attorneys' fees and expenses, will be distributed pursuant to the Plan of Allocation in the Notice, or other plan approved by the Court.

If you are a Current Holder Class Member, the Settlement also provides additional non-monetary relief related to the conversion of foreign currency of cash distributions paid by eligible ADR issuers pursuant to a deposit agreement.

What are my rights: If you are a Damages Class Member and you hold (or held) your ADRs directly and are listed on the Depository's transfer agent records, you are a Registered Holder Damages Class Member and *do not* have to take any action to be eligible for a settlement payment. However, if you hold (or held) your ADRs through a bank, broker or nominee and are not listed on the Depository's transfer agent records, you are a Non-Registered Holder Damages Class Member and you *must submit* a Claim Form, *postmarked by August 12, 2019*, to be eligible for a settlement payment. Non-Registered Holder Damages Class Members who do nothing will not receive a payment, and will be bound by all Court decisions.

If you are a Class Member and do not want to remain in the Class, you may exclude yourself by request, *received by June 7, 2019*, in accordance with the Notice. If you exclude yourself, you will *not* be bound by any Court decisions in this litigation and you will *not receive a payment*, but you will retain any right you may have to pursue your own litigation at your own expense concerning the settled claims. Objections to the settlement, Plan of Allocation, or request for attorneys' fees and expenses must be *received by June 7, 2019*, in accordance with the Notice.

A hearing will be held on **July 12, 2019 at 10:00 a.m.**, before the Honorable Colleen McMahon, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007, to determine if the settlement, Plan of Allocation, and/or request for fees and expenses should be approved. Supporting papers will be posted on the website once filed.

For more information visit
www.CitibankADRSettlement.com,
email info@CitibankADRSettlement.com
or call 1.866.680.6138.

Exhibit E

Local

MASS SCHEDULE FOR ASH WEDNESDAY

■ Dulce Nombre de Maria Cathedral-Basilica, Hagåtña 5:45 a.m., 8:30 a.m. (with AOLG), 12:10 p.m., 6 p.m.;
 ■ Lenten Daily Mass: 5:45 a.m. Blessed Sacrament

Chapel, 12:10 p.m. Chapel of St. Therese, 6 p.m. Chapel of St. Therese;
 ■ Our Lady of the Blessed Sacrament, Agana Heights

7 a.m., 6 p.m.;
 ■ Our Lady of Mount Carmel, Agat 7 a.m., 7 p.m.;
 ■ Niño Perdido y Sagrada Familia, Asan 11 a.m., 7 p.m.;
 ■ San Vicente Ferrer, Barrigada 6 a.m., 7 p.m.;
 ■ Nuestra Señora de la Paz y Buen Viaje, Chalan Pago 6:30 a.m., 1 p.m. (Word and Ash only), 6 p.m.;
 ■ St. Andrew Kim, Harmon, Dededo 7:30 p.m.;
 ■ Santa Barbara, Dededo 6 a.m., 8 a.m., 12:15 p.m., 5:15 p.m., 7 p.m.;
 ■ Guam Regional Medical City, Dededo 12 p.m. (Chapel);
 ■ San Isidro, Malojloj, Inarajan 6 a.m., 6 p.m.;
 ■ St. Joseph, Inarajan 6:30 a.m., 6 p.m.;
 ■ Our Lady of Purification, Maina 12:10 p.m., 6 p.m.;
 ■ Santa Teresita, Mangilao 6 a.m., 12 p.m., 5 p.m., 7 p.m.;
 ■ University of Guam, Mangilao 11:30 a.m. Confession, 12 p.m. Rosary, 12:15 p.m. Mass;
 ■ San Dimas and Our Lady of the Rosary, Merizo 6 a.m., 6 p.m.;
 ■ Nuestra Señora de las Aguas, Mongmong 6 a.m.,

6:30 p.m.;
 ■ San Juan Bautista, Ordot 6 a.m., 12:15 p.m., 6 p.m.;
 ■ Assumption of Our Lady, Piti 6 a.m., 12 p.m., 6 p.m.;
 ■ Our Lady of Guadalupe, Santa Rita 6 a.m., 6:30 p.m.;
 ■ St. Jude Thaddeus, Sinajaña 7 a.m., 7 p.m.;
 ■ San Miguel, Talofoto 6:30 a.m., 7 p.m.;
 ■ St. Anthony of Padua co-patron St. Victor, Tamuning 6 a.m., 9 a.m., 12:15 p.m., 5 p.m., 7 p.m.;
 ■ Guam Memorial Hospital, Tamuning 3 p.m. (chapel);
 ■ Immaculate Heart of Mary, Toto 6 a.m., 6 p.m.;
 ■ Blessed Diego Luis de San Vitores, Tumon 6:30 a.m., 6 p.m.;
 ■ San Dionisio, Umatac 7 p.m.;
 ■ Our Lady of Lourdes, Yigo 6 a.m., 12:10 p.m., 3 p.m., 5 p.m., 7 p.m.;
 ■ Santa Bernadita, Agafa Gumas, Yigo 6:30 a.m., 6:30 p.m.;
 ■ St. Francis of Assisi, Yoña 6 a.m., 8:30 a.m. (with SFCS), 6:30 p.m.;
 ■ Guam Army National Guard Building 350, Distribution of ashes only, 8 a.m.

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



Si desea recibir esta notificación en español, llámenos o visite nuestra página www.ToyotaSiennaDoorSettlement.com.

There is a proposed Settlement in a class action lawsuit against Toyota concerning certain Sienna vehicles. Those included in the Settlement have legal rights and options that must be exercised by certain deadlines.

What is the lawsuit about?

The lawsuit alleges the power sliding doors in certain Sienna vehicles are defective. Toyota denies that it has violated any law, or engaged in any wrongdoing. The Court did not decide which side was right. Instead, the parties decided to settle.

Am I Included in the proposed Settlement?

Subject to certain limited exclusions, you are included if as of March 1, 2019,

- You own(ed), purchased, and/or lease(d) a 2011-2018 model year Sienna ("Subject Vehicle"); and
- Your Subject Vehicle was distributed for sale or lease in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions of the United States.

This Settlement does not involve claims of wrongful death, personal injury or physical property damage caused by an accident.

What does the Settlement provide?

The Settlement offers several benefits including a Customer Confidence Program providing prospective coverage for certain repairs to certain sliding door parts, a Loaner Vehicle to eligible Class Members, and reimbursement of certain out-of-pocket expenses. Some of these benefits require action by Class Members by certain deadlines.

What are my options?

If you do nothing, you will remain in the Class, receive certain benefits and will not be able to sue Toyota. You can exclude yourself by May 3, 2019, if you don't want to be part of the Settlement. You won't get any settlement benefits, but you keep the right to sue Toyota. You can submit a Claim Form by a date to be set, which will not be earlier than 60 days after the Court's June 4, 2019 fairness hearing, if you have out-of-pocket expenses covered by the Settlement and don't exclude yourself. You can object to all or part of the Settlement by May 3, 2019, if you don't exclude yourself. The full notice describes how to exclude yourself, submit a Claim Form and/or object.

The Court will hold a fairness hearing on June 4, 2019 at 11 a.m. EDT to: (a) consider whether the proposed settlement is fair, reasonable, and adequate; and (b) decide the plaintiffs' lawyers' request for fees of up to \$6,500,000.00 and costs and expenses of up to \$500,000.00 (which includes Class Representative service awards of not more than \$2,500.00 each). The motion for attorneys' fees and costs will be posted on the website after they are filed. You may but are not required to appear at the hearing, and you may hire an attorney to appear for you, at your own expense.

For more information or a Claim Form call 1-833-305-3915 or visit www.ToyotaSiennaDoorSettlement.com.

1-833-305-3915

www.ToyotaSiennaDoorSettlement.com

Man accused of failing to stop at sign, hitting another vehicle

Jerick Sablan
 Pacific Daily News
 USA TODAY NETWORK

Marcus Ioanis is accused of not stopping at a stop sign and hitting another car, causing the driver to be transported by medics.

The 54-year-old was charged with vehicular negligence and vehicular negligence (BAC) as third-degree felonies and driving while impaired and driving while impaired (BAC) as misdemeanors, a magistrate's complaint filed in the Superior Court of Guam states.

On March 2 around 8:45 p.m. officers responded to a reported crash with injuries on Alegeta Road, the complaint states.

Officers met with Ioanis who was driving a white van, documents states.

Ioanis disobeyed a stop sign while exiting the road and collided with another car and the driver had to be transported by medics, the complaint states.

When asked if he was OK, Ioanis in a heavily slurred speech said, "yes, I'm just drunk", the complaint states.

Officers noted a strong odor of intoxicating beverage on Ioanis and his eyes were glossy, bloodshot and watery, the complaint states.

When he exited the vehicle Ioanis almost fell and used both his arms in a hugging motion on the door to regain his balance, documents state.

Ioanis later admitted to drinking "not too much" of sakau and beer, the complaint states.

Local

Torres restates opposition to Tydingco confirmation

Steve Limtiaco
Pacific Daily News
USA TODAY NETWORK

Republican Sen. Mary Torres on Sunday restated her opposition to former Port Board Chairman Dan Tydingco serving on the airport board.

Torres and former Port Authority of Guam marketing manager Bernadette Sterne Meno on March 8 testified against Tydingco during his confirmation hearing for the airport seat, accusing him of wrongdoing in the Port's firing of seven employees in late 2012. Torres was the Port's general manager at the time, and resigned after refusing to terminate those employees, including Sterne Meno.

Tydingco on Friday submitted documents to the legislative aviation committee to support his position that the board's actions at that time with respect to those fired employees were proper.

The employees were fired for allegedly participating in a scheme to provide illegal workers' compensation benefits to Sterne Meno, who reported suffering a back injury after slipping and falling in a Port restroom in September 2011.

The documents provided by Tydingco, including sworn affidavits, copies of emails, and transcripts of a board executive session, state that Port officials doubted Sterne Meno's account of slipping and falling, and that a doctor attributed her back injury to an existing medical condition.

Documents state a port safety investigator, who did not find any evidence to support a fall or injury, was instructed a year later to prepare a back-dated report to support the claim.

The Port board investigated the issue after the governor's office red-flagged a \$70,000 travel authorization from the Port. The proposed expense for off-island surgery never had been brought to the board's attention and far exceeded the Port's budget at the time for workers' compensation costs, the documents state.

Torres on Sunday, in an email to the aviation committee, dismissed those documents as part of a flawed investigation by the Port's legal counsel, and accused the former Port board of conducting a "grand conspira-

cy" against the seven Port employees.

"Simply put, the nominee and his self-interested attorneys ignored all exculpatory evidence to achieve the result that aligned with their agenda," Torres wrote Sunday.

Torres, when she resigned in December 2012, said Sterne Meno was seen as a political enemy of the Calvo-Tenorio administration, which believed Sterne Meno played a role in altering the campaign's "Blueprint 2020" platform document.

Sen. Eddie Calvo and running mate Sen. Ray Tenorio defeated sitting Lt. Gov. Mike Cruz and Sen. James Espaldon in the 2010 Republican Primary Election.

Sterne Meno, before working at the Port, worked at Adelup as a special assistant for Gov. Felix Camacho. She also was employed by Camacho's legislative office before he won the governor's seat.

The Port's legal counsel, Philips and Bordallo, conducted the investigation that resulted in the firings, and Torres in August 2013 – eight months after she left the Port – publicly questioned the law firm's billing practices. She sent letters to the attorney general that month, calling for an investigation.

Torres on Sunday said Tydingco had a "cozy relationship" with legal counsel and allowed the firm to be paid without careful review of the legal bills.

Tydingco last Friday stated the Port board, under his tenure, cut the Port's contracted rate for legal expenses.

"If Mr. Tydingco truly believes he acted properly, and in the government's best interests, then why—after nearly seven years and millions upon millions of dollars in legal fees—has not one single termination been affirmed by the Civil Service Commission or the courts?" Torres wrote. "Why has no law enforcement body, local or federal, seen it fit to hand down a single indictment against any member of the Port?"

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



Si desea recibir esta notificación en español, llámenos o visite nuestra página www.ToyotaSiennaDoorSettlement.com.

There is a proposed Settlement in a class action lawsuit against Toyota concerning certain Sienna vehicles. Those included in the Settlement have legal rights and options that must be exercised by certain deadlines.

What is the lawsuit about?
The lawsuit alleges the power sliding doors in certain Sienna vehicles are defective. Toyota denies that it has violated any law, or engaged in any wrongdoing. The Court did not decide which side was right. Instead, the parties decided to settle.

Am I Included in the proposed Settlement?
Subject to certain limited exclusions, you are included if as of March 1, 2019,

- You own(ed), purchased, and/or lease(d) a 2011-2018 model year Sienna ("Subject Vehicle"); and
- Your Subject Vehicle was distributed for sale or lease in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions of the United States.

 This Settlement does not involve claims of wrongful death, personal injury or physical property damage caused by an accident.

What does the Settlement provide?
The Settlement offers several benefits including a Customer Confidence Program providing prospective coverage for certain repairs to certain sliding door parts, a Loaner Vehicle to eligible Class Members, and reimbursement of certain out-of-pocket expenses. Some of these benefits require action by Class Members by certain deadlines.

What are my options?
If you do nothing, you will remain in the Class, receive certain benefits and will not be able to sue Toyota. You can exclude yourself by **May 3, 2019**, if you don't want to be part of the Settlement. You won't get any settlement benefits, but you keep the right to sue Toyota. You can submit a Claim Form by a date to be set, which will not be earlier than 60 days after the Court's June 4, 2019 fairness hearing, if you have out-of-pocket expenses covered by the Settlement and don't exclude yourself. You can object to all or part of the Settlement by **May 3, 2019**, if you don't exclude yourself. The full notice describes how to exclude yourself, submit a Claim Form and/or object.

The Court will hold a fairness hearing on **June 4, 2019** at 11 a.m. EDT to: (a) consider whether the proposed settlement is fair, reasonable, and adequate; and (b) decide the plaintiffs' lawyers' request for fees of up to \$6,500,000.00 and costs and expenses of up to \$500,000.00 (which includes Class Representative service awards of not more than \$2,500.00 each). The motion for attorneys' fees and costs will be posted on the website after they are filed. You may but are not required to appear at the hearing, and you may hire an attorney to appear for you, at your own expense.

For more information or a Claim Form call 1-833-305-3915 or visit www.ToyotaSiennaDoorSettlement.com.

1-833-305-3915
www.ToyotaSiennaDoorSettlement.com

'No statutory earmarks are immune' from PSS 25% budget share, says lawyer

By Bryan Manabat
 bryan@mvariofy.com
 Variety News Staff

THE Public School System is entitled to its share of general revenue in every appropriation bill, whether annual or supplemental, at the time of appropriation, its legal counsel Tiberius Mocuau said in a brief submitted to the CNMI Supreme Court.

He said the "total identified budgetary resources" projected by the governor each fiscal year are the "general revenues" of the Commonwealth.

Moreover, he said "general revenue is general revenue in character and definition as a result of where it is sourced and not where it is deposited."

Mocuau general revenues of the Commonwealth mean "all identified budgetary resources collected by the Commonwealth and subject to the identification requirement in Article III, Section 9(a) of the NMI Constitution."

Mocuau said special funds and earmarks that divert revenue sourced from income, earnings, and certain excise taxes are impermissible and do not function to change the character of revenue.

"PSS does not deny that the legislature may earmark funds for special purposes. Instead, PSS contends that those earmarks are only permissible after PSS has received its constitutionally mandated share," he said.

PSS is asking the high court to rule that there is "no statutory earmark that is immune" from PSS' constitutionally prescribed proportional share of the general revenue.

PSS and the central government submitted a certified question to the CNMI high court so it can clarify what constitutes the government's general revenue. The CNMI government, represented by Chief Solicitor Charles Brasington and the governor's legal counsel Gilbert J. Birnbrich, said "general revenue" is distinct from "special revenue."

Mocuau wants the court to find that "if an earmark's statutory 'purpose' or funding target is suspended, then the resulting diversion of revenue for another purpose is subject to PSS's entitlement."

He said the PSS petition is brought before the high court because the Legislature "abandoned its prior interpretation of

general revenue" when House Legislative Initiative 18-12 came into effect in 2015.

H.L.I. 18-12 increased the guaranteed funding of PSS from 15 percent to 25 percent.

Prior to 2015, Mocuau said, "general revenues" was "not an amorphous or overbroad term."

"It was systematically and functionally defined as the total identified budgetary resources of the Commonwealth. It was only after PSS's allocation was increased to 25 percent that the government switched course and re-interpreted general revenues to mean only that amount available for appropriation."

Mocuau said the government has created special funds, line-items, earmarks, and passed supplemental appropriations that did not include PSS. The government, in addition, underestimated revenue in a concerted effort to artificially reduce PSS's budget, he added.

"The timing of identified revenue within a fiscal year does not change the character of the underlying revenue," he said.

Consequently, PSS should be appropriated 25 percent of each individual appropriation, he added.

"The Legislature's current and common practice of suspending earmarks in an annual appropriations bill to fund things otherwise paid for by the general fund, only lends credence to PSS's contention that the sole purpose of statutory earmarks is to deprive PSS of its lawfully mandated revenue."

The questions presented to the high court for certification are:

1) What sources of income must be included when determining PSS's "guaranteed annual budget of not less than 25 percent of the general revenues of the Commonwealth through an annual appropriation?" In particular, what sources of income can be properly earmarked without depriving PSS of its constitutionally guaranteed budget?

2) Can the Legislature properly suspend an earmark in an annual appropriations bill? If so, does the suspension transform the income source into "general revenue?"

3) In the case of supplemental budgets, is PSS entitled to 25 percent of each supplemental budget during the course of a fiscal year or is PSS entitled to 25 percent of the total "general

revenues" generated annually? PSS is entitled to an annual 25 percent of the government's Under the CNMI Constitution, budget equivalent to at least general revenues.

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



Si desea recibir esta notificación en español, llámenos o visite nuestra página www.ToyotaSiennaDoorSettlement.com.

There is a proposed Settlement in a class action lawsuit against Toyota concerning certain Sienna vehicles. Those included in the Settlement have legal rights and options that must be exercised by certain deadlines.

What is the lawsuit about?

The lawsuit alleges the power sliding doors in certain Sienna vehicles are defective. Toyota denies that it has violated any law, or engaged in any wrongdoing. The Court did not decide which side was right. Instead, the parties decided to settle.

Am I Included in the proposed Settlement?

Subject to certain limited exclusions, you are included if as of March 1, 2019,

- You own(ed), purchased, and/or lease(d) a 2011-2018 model year Sienna ("Subject Vehicle"); and
- Your Subject Vehicle was distributed for sale or lease in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions of the United States.

This Settlement does not involve claims of wrongful death, personal injury or physical property damage caused by an accident.

What does the Settlement provide?

The Settlement offers several benefits including a Customer Confidence Program providing prospective coverage for certain repairs to certain sliding door parts, a

Loaner Vehicle to eligible Class Members, and reimbursement of certain out-of-pocket expenses. Some of these benefits require action by Class Members by certain deadlines.

What are my options?

If you do nothing, you will remain in the Class, receive certain benefits and will not be able to sue Toyota. You can exclude yourself by May 3, 2019, if you don't want to be part of the Settlement. You won't get any settlement benefits, but you keep the right to sue Toyota. You can submit a Claim Form by a date to be set, which will not be earlier than 60 days after the Court's June 4, 2019 fairness hearing, if you have out-of-pocket expenses covered by the Settlement and don't exclude yourself. You can object to all or part of the Settlement by May 3, 2019, if you don't exclude yourself. The full notice describes how to exclude yourself, submit a Claim Form and/or object.

The Court will hold a fairness hearing on June 4, 2019 at 11 a.m. EDT to: (a) consider whether the proposed settlement is fair, reasonable, and adequate; and (b) decide the plaintiffs' lawyers' request for fees of up to \$6,500,000.00 and costs and expenses of up to \$500,000.00 (which includes Class Representative service awards of not more than \$2,500.00 each). The motion for attorneys' fees and costs will be posted on the website after they are filed. You may but are not required to appear at the hearing, and you may hire an attorney to appear for you, at your own expense.

For more information or a Claim Form call 1-833-305-3915 or visit www.ToyotaSiennaDoorSettlement.com.

1-833-305-3915

www.ToyotaSiennaDoorSettlement.com

New archaeological research project in Pohnpei

by Christy Sakaziro
sakazirochristina@yahoo.com
Project Director
Micronesian Humanities
SELEHLIE Press has reported in February, "a team of Japanese archaeologists has started a 7-year archaeological research project in Pohnpei in collaboration with the Pohnpei State Historic Preservation Office."

The research project is entitled "Archaeological Study of human migrations and inter-islands networks in Oceania," and is funded by the Grants-in-Aid for Scientific Research Program of the Japanese government.

The focus of the research is to shed light on the early Micronesian period during the colonization period by the ancestors of the Pohnpeian people first arrived on the island from Indonesia around 2000 years ago."

According to the report, the team selected Lenger as the first work site because in 2007 Dr. Takuya Nagaoka of NGO Pasifika Foundation excavated a small test pit there and recovered numerous ancient artifacts.

Most interestingly an obsidian (volcanic glass) artifact was found in the pit that according to chemical analysis, was brought from Papua New Guinea. The facts suggest one of the oldest

village sites in Pohnpei is in Lenger. The site is additionally suitable for archaeological excavation due to its location on land. It is difficult to carry out excavations at other early sites on Pohnpei due to their locations in coastal mangrove forests and shallow reef flats. Due to this difficulty, only small areas were excavated during the past investigations on this time period."

It was also reported that the team is "planning to excavate larger areas during their four-year research to approach different research questions related to subsistence strategies, spatial use within village, interactions with other islands and social organizations."

After completing the excavations in Lenger, the team organized a one-day exhibition on March 1 at the Pohnpei State Historic Preservation Office in Kolonia.

The results of the archaeological research, so far, were shown to the public.

The team will "conduct various analyses on the excavated artifacts and is planning to continue the fieldwork in Pohnpei during this summer. It hopes to learn the history of the island with the people through the project during the next four years."

Dr. Takuya Nagaoka was quoted as saying, "It is our wish that stu-

dents' learning experiences with us will make them more interested in their own history, give them dreams, and raise future archaeologists."



Dr. Takuya Nagaoka points at the screen during a Power Point presentation for Ohmine Elementary School students.
Photos courtesy of Dr. Takuya Nagaoka

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



Si desea recibir esta notificación en español, llámenos o visite nuestra página www.ToyotaSiennaDoorSettlement.com.

Loaner Vehicle to eligible Class Members, and reimbursement of certain out-of-pocket expenses. Some of these benefits require action by Class Members by certain deadlines.

There is a proposed Settlement in a class action lawsuit against Toyota concerning certain Sienna vehicles. Those included in the Settlement have legal rights and options that must be exercised by certain deadlines.

What is the lawsuit about?
The lawsuit alleges the power sliding doors in certain Sienna vehicles are defective. Toyota denies that it has violated any law, or engaged in any wrongdoing. The Court did not decide which side was right. Instead, the parties decided to settle.

Am I Included in the proposed Settlement?
Subject to certain limited exclusions, you are included if as of March 1, 2019,

- You own(ed), purchased, and/or lease(d) a 2011-2018 model year Sienna ("Subject Vehicle"); and
- Your Subject Vehicle was distributed for sale or lease in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions of the United States.

This Settlement does not involve claims of wrongful death, personal injury or physical property damage caused by an accident.

What does the Settlement provide?
The Settlement offers several benefits including a Customer Confidence Program providing prospective coverage for certain repairs to certain sliding door parts, a

What are my options?
If you do nothing, you will remain in the Class, receive certain benefits and will not be able to sue Toyota. You can exclude yourself by May 3, 2019, if you don't want to be part of the Settlement. You won't get any settlement benefits, but you keep the right to sue Toyota. You can submit a Claim Form by a date to be set, which will not be earlier than 60 days after the Court's June 4, 2019 fairness hearing, if you have out-of-pocket expenses covered by the Settlement and don't exclude yourself. You can object to all or part of the Settlement by May 3, 2019, if you don't exclude yourself. The full notice describes how to exclude yourself, submit a Claim Form and/or object.

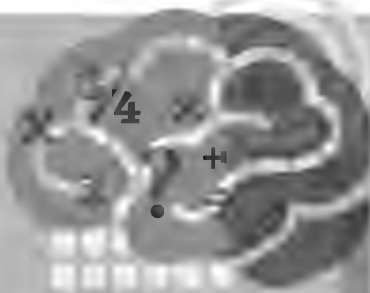
The Court will hold a fairness hearing on June 4, 2019 at 11 a.m. EDT to: (a) consider whether the proposed settlement is fair, reasonable, and adequate; and (b) decide the plaintiffs' lawyers' request for fees of up to \$6,500,000.00 and costs and expenses of up to \$500,000.00 (which includes Class Representative service awards of not more than \$2,500.00 each). The motion for attorneys' fees and costs will be posted on the website after they are filed. You may but are not required to appear at the hearing, and you may hire an attorney to appear for you, at your own expense.

For more information or a Claim Form call 1-833-305-3915 or visit www.ToyotaSiennaDoorSettlement.com.

1-833-305-3915
www.ToyotaSiennaDoorSettlement.com



SME

**POWER
BREAKFAST****MARKETING LAW:
INTERACTION
BETWEEN CREATIVITY
& WHAT'S LEGAL****8:30 a.m. Registro y desayuno continental de Networking****9:00 a.m. Interacción entre lo Legal
y lo Creativo en la Industria
de la Publicidad y el Mercadeo****Lcdo. Luis E. Vivoni**

Dueño

Vivoni Law Office



- Utilización de Influencers en la ejecución de promociones
- Aspectos legales en la promoción de la industria del Cannabis
- Lo más reciente en los aspectos legales en el desarrollo de sorteos y competencias

11:15 a.m. Clausura

DÍA: JUEVES, 14 DE MARZO DE 2019
HORA: 8:30 A 11:30 A.M.
LUGAR: LA CONCHA RENAISSANCE
SAN JUAN RESORT

¡INSCRÍBETE HOY!

SOCIOS SME: LIBRE DE COSTO
COMPAÑEROS DE TRABAJO: \$55.00
PÚBLICO EN GENERAL: \$65.00

INFORMACIÓN:
SMEPR.ORG | 787-773-5088



La Concha
A RENAISSANCE RESORT

B. FERNÁNDEZ
& HNOS.

de Puerto Rico
el Vocero

UNO RADIO
GROUP

AVCO
THE ALL IN ONE AUDIO VISUAL COMPANY

Si usted posee o arrienda o previamente poseyó, compró o arrendó determinados vehículos Toyota Sienna, podría obtener beneficios de un Acuerdo de Demanda Colectiva.



Existe un Acuerdo propuesto en una demanda colectiva contra Toyota en relación con determinados vehículos Sienna. Aquellos incluidos en el Acuerdo tienen derechos y opciones legales que se deben ejercer antes de que transcurran determinadas fechas límites.

¿De qué trata la demanda?

La demanda alega que las puertas corredizas en determinados vehículos Sienna tienen defectos. Toyota niega que haya un violado alguna ley o que haya cometido cualquier acto indebido. El Tribunal no falló a favor de ninguna de las partes. En su lugar, las partes decidieron llegar a un acuerdo.

¿Estoy incluido en el Acuerdo propuesto?

Sujeto a ciertas exclusiones limitadas, usted está incluido si a la fecha del 1 de marzo de 2019,

- Usted posee o poseyó, compró, y/o arrienda o arrendó un Sienna modelo de los años 2011-2018 ("Vehículo en Cuestión"); y
- Su Vehículo en Cuestión se distribuyó para venta o arrendamiento en Estados Unidos, el Distrito de Columbia, Puerto Rico y todos los otros territorios de Estados Unidos y/o posesiones de Estados Unidos.

Este Acuerdo no contempla reclamos de muerte por negligencia, lesiones personales o daños a la propiedad física causados por un accidente.

¿Qué proporciona el Acuerdo?

El Acuerdo ofrece varios beneficios, incluido un Programa de Confianza del Cliente que proporciona cobertura prospectiva para determinadas reparaciones a determinadas piezas de la puerta corrediza, un Vehículo de Préstamo para Miembros de la Clase elegibles y el reembolso de ciertos gastos de bolsillo. Algunos de estos beneficios requieren acción por parte de los Miembros de la Clase antes de ciertas fechas límites.

¿Cuáles son mis opciones?

Si usted no hace nada, permanecerá en la Clase, recibirá ciertos beneficios y no podrá demandar a Toyota. Puede excluirse a usted mismo antes del 3 de mayo de 2019, si no quiere ser parte del Acuerdo. Usted no recibirá ninguno de los beneficios del acuerdo, pero conservará el derecho de demandar a Toyota. Puede presentar un Formulario de Reclamación antes de una fecha que se determinará, la cual no será antes de transcurridos 60 días desde la audiencia de equidad del Tribunal el 4 de junio de 2019, si tiene gastos de bolsillo cubiertos por el Acuerdo y no se excluye a usted mismo. Puede objetar Acuerdo, de forma parcial o total, hasta el 3 de mayo de 2019, si no se excluye a usted mismo. El aviso completo describe cómo puede excluirse usted mismo, presentar un Formulario de Reclamación y/o objetar.

El Tribunal celebrará una audiencia de equidad el 4 de junio de 2019 a las 11 a.m. EDT para: (a) considerar si el acuerdo propuesto es justo, razonable y adecuado; y (b) decidir sobre la solicitud de los abogados de los demandantes por honorarios de hasta \$6,500,000.00 y costos y gastos de hasta \$500,000.00 (lo cual incluye la adjudicación de servicios de los Representantes de la Clase de no más de \$2,500.00 en cada caso). La moción para los honorarios y costos de los abogados se publicará en el sitio web después que se presenten. Usted puede, pero no se requiere que lo haga, comparecer en la audiencia, y usted puede contratar a un abogado para que comparezca en su nombre, a su propio costo.

Para obtener más información o un Formulario de Reclamación llame al 1-833-305-3915 o visite www.ToyotaSiennaDoorSettlement.com.

1-833-305-3915**www.ToyotaSiennaDoorSettlement.com**

\$41,000 en horas extras para jefe de escolta

➤ El sargento a cargo de la seguridad del líder cameral fue reasignado a su antiguo puesto

@ Miguel Rivera Puig
>jrivera@elvocero.com

El sargento Ángel G. Figueroa Montezuma, quien hasta la semana pasada tuvo a su cargo dirigir los servicios de escolta del presidente de la Cámara, Carlos "Johnny" Méndez, devengó \$41,022 en horas extras entre marzo de 2018 y febrero de 2019.

El salario anual de Figueroa Montezuma ronda los \$45,000 tras 33 años de servicio en la Uniformada, lo que elevaría a \$86,000 lo devengado por el oficial en ese periodo.

Figueroa Montezuma fue asignado la semana pasada a sus antiguas funciones en la División Marítima de Fajardo. Al ser cuestionado, el comisionado del Negociado de la Policía, Henry Escalera, respondió en ese momento a **EL VOCERO** que desconocía las razones por las cuales el oficial había dejado de ser el jefe de la escolta de Méndez y tampoco sabía del cuantioso pago en horas extras.

Fuentes en el Cuartel General señalan que hubo diferencias entre Méndez y Figueroa Montezuma y sospechan que estarían relacionadas con el pago de las horas extras. El sargento habría reclamado que la facturación del tiempo adicional respondía a la

falta de personal para dar los servicios de escolta al líder cameral.

El pasado mes de octubre, Figueroa Montezuma habría recibido \$8,723 en horas extras. Mientras, en marzo de 2018 la suma llegó a \$7,977 y en abril del mismo año alcanzó los \$5,203.

Gracias a una legislación aprobada durante la administración de Alejandro García Padilla, el dinero generado en horas extras por los agentes del orden público no tributa.

Las fuentes en el Cuartel General apuntan a que los escoltas de otros políticos también han estado cobrando considerables sumas en horas extras.

El pasado 29 de agosto pasado este rotativo publicó que el gobierno había desembolsado \$2,908,177 para el pago de horas extraordinarias a los escoltas de los 20 funcionarios a los que se le reconoce que necesitan seguridad —entre ellos cinco ex-gobernadores— por el periodo de julio de 2017 a abril de 2018. La partida mayor, de \$938,533, fue para los agentes que velan por la protección del gobernador Ricardo Rosselló y la primera dama Beatriz Rosselló.

La información reseñada por **EL VOCCERO** señalaba que "en el caso del presidente de la Cámara, Carlos 'Johnny' Méndez, sus escoltas reclamaron 8,967.21 horas para un pago de \$243,182".

Aunque el comisionado Escalera advirtió entonces que se tomarían medidas, el pago de horas extras en la Policía sigue por la libre.



Gracias a una legislación aprobada durante la administración de Alejandro García Padilla, el dinero generado en horas extras por los policías no tributa.
>Archivo / EL VOCERO

Si usted posee o arrienda o previamente poseyó, compró o arrendó determinados vehículos Toyota Sienna, podría obtener beneficios de un Acuerdo de Demanda Colectiva.



Existe un Acuerdo propuesto en una demanda colectiva contra Toyota en relación con determinados vehículos Sienna. Aquellos incluidos en el Acuerdo tienen derechos y opciones legales que se deben ejercer antes de que transcurran determinadas fechas límites.

¿De qué trata la demanda?

La demanda alega que las puertas corredizas en determinados vehículos Sienna tienen defectos. Toyota niega que haya un violado alguna ley o que haya cometido cualquier acto indebido. El Tribunal no falló a favor de ninguna de las partes. En su lugar, las partes decidieron llegar a un acuerdo.

¿Estoy incluido en el Acuerdo propuesto?

Sujeto a ciertas exclusiones limitadas, usted está incluido si a la fecha del 1 de marzo de 2019,

- Usted posee o poseyó, compró, y/o arrienda o arrendó un Sienna modelo de los años 2011-2018 ("Vehículo en Cuestión"); y
- Su Vehículo en Cuestión se distribuyó para venta o arrendamiento en Estados Unidos, el Distrito de Columbia, Puerto Rico y todos los otros territorios de Estados Unidos y/o posesiones de Estados Unidos.

Este Acuerdo no contempla reclamos de muerte por negligencia, lesiones personales o daños a la propiedad física causados por un accidente.

¿Qué proporciona el Acuerdo?

El Acuerdo ofrece varios beneficios, incluido un Programa de Confianza del Cliente que proporciona cobertura prospectiva para determinadas reparaciones a determinadas piezas de la puerta corrediza, un Vehículo de Préstamo para Miembros de la Clase elegibles y el reembolso de ciertos gastos de bolsillo. Algunos de estos beneficios requieren acción por parte de los Miembros de la Clase antes de ciertas fechas límites.

¿Cuáles son mis opciones?

Si usted no hace nada, permanecerá en la Clase, recibirá ciertos beneficios y no podrá demandar a Toyota. Puede excluirse a usted mismo antes del 3 de mayo de 2019, si no quiere ser parte del Acuerdo. Usted no recibirá ninguno de los beneficios del acuerdo, pero conservará el derecho de demandar a Toyota. Puede presentar un Formulario de Reclamación antes de una fecha que se determinará, la cual no será antes de transcurridos 60 días desde la audiencia de equidad del Tribunal el 4 de junio de 2019, si tiene gastos de bolsillo cubiertos por el Acuerdo y no se excluye a usted mismo. Puede objetar Acuerdo, de forma parcial o total, hasta el 3 de mayo de 2019, si no se excluye a usted mismo. El aviso completo describe cómo puede excluirse usted mismo, presentar un Formulario de Reclamación y/o objetar.

El Tribunal celebrará una audiencia de equidad el 4 de junio de 2019 a las 11 a.m. EDT para: (a) considerar si el acuerdo propuesto es justo, razonable y adecuado; y (b) decidir sobre la solicitud de los abogados de los demandantes por honorarios de hasta \$6,500,000.00 y costos y gastos de hasta \$500,000.00 (lo cual incluye la adjudicación de servicios de los Representantes de la Clase de no más de \$2,500.00 en cada caso). La moción para los honorarios y costos de los abogados se publicará en el sitio web después que se presenten. Usted puede, pero no se requiere que lo haga, comparecer en la audiencia, y usted puede contratar a un abogado para que comparezca en su nombre, a su propio costo.

Para obtener más información o un Formulario de Reclamación llame al 1-833-305-3915 o visite www.ToyotaSiennaDoorSettlement.com.

1-833-305-3915

www.ToyotaSiennaDoorSettlement.com

NOTIFICACIÓN PÚBLICA

REGIÓN METRO

La Autoridad de Acueductos y Alcantarillados (AAA), informa que las Plantas de Filtración (PF) Enrique Ortega, Guaynabo, Canóvanas y Barrio Nuevo Incumplieron con los requisitos de Monitoreo Continuo de acuerdo a lo establecido por la Reglamentación de Agua Potable Segura (Safe Drinking Water Act).

La PF Enrique Ortega, PF Canóvanas y PF Guaynabo (PWSID 2591) incumplieron con el requisito de muestreo para turbidez en el efluente individual de filtros (IFE, por sus siglas en inglés), para el mes de febrero 2019. No se cumplió con el registro de algunas de las lecturas de filtros individuales cada quince (15) minutos. La AAA mantuvo en todo momento el monitoreo continuo de la turbidez del efluente combinado (CFE, por sus siglas en inglés) para asegurar que se cumpliera con el parámetro de turbidez requerido por reglamentación.

La PF Guaynabo (PWSID 2591) y PF Barrio Nuevo (PWSID 5557) incumplieron al no registrar datos de cloro residual en el efluente combinado tomados por equipo de monitoreo continuo por más de cinco (5) días para el mes de febrero 2019. En la PF Guaynabo no llega la información al equipo de monitoreo continuo por problemas con la tarjeta de comunicación pero se continúa monitoreando el residual de desinfectante de forma manual y la AAA trabaja en poner en operación el equipo lo antes posible. En la PF Barrio Nuevo el equipo no grabó por problemas eléctricos en la facilidad, el problema fue resuelto el 7 de febrero de 2019.

En adición deseamos informar que la Notificación Pública de Monitoreo Continuo publicada el 27 de febrero de 2019 en el Periódico El Vocero, la fecha del incumplimiento con el requisito de muestreo para turbidez en el efluente individual de filtros debió leer enero 2019 y por error se publicó con la fecha equivocada de enero 2018.

Lo antes señalado no representa un riesgo a su salud ni requiere acción de parte de los clientes que reciben agua de las Plantas de Filtración mencionadas.

Favor compartir esta información con otras personas que tomen de esta agua, especialmente aquellos que no hayan podido recibir este aviso directamente (por ejemplo: personas en clínicas, asilos, escuelas, negocios, etc.). Pueden distribuir a la mano o fijarlo en un lugar público.

Para información sobre este asunto, puede comunicarse con el Sr. Jorge Jiménez Rosario, Gerente de Cumplimiento Ambiental, Salud y Seguridad Ocupacional en la Región Metro a través del (787) 620-2277 extensión 2454.



India's Military, Ailing and Poor, Nears Its Brink

By MARIA ABI-HABIB

It was an inauspicious moment for a military the United States is banking on to help keep an expanding China in check.

An Indian air force pilot found himself in a dogfight last week with a warplane from the Pakistani air force, and ended up a prisoner behind enemy lines for a brief time.

The pilot made it home in one piece, however bruised and shaken, but the plane, an aging Soviet-era MiG-21, was less lucky.

The aerial clash, the first by the South Asian rivals in nearly five decades, was a rare test for the Indian military — and it left observers a bit dumbfounded. While the challenges faced by India's armed forces are no secret, its loss of a plane last week to a country whose military is about half the size and receives a quarter of the funding was still telling.

India's armed forces are in alarming shape.

If intense warfare broke out tomorrow, India could supply its troops with only 10 days of ammunition, according to government estimates. And 68 percent of the army's equipment is so old, it is officially considered "vintage."

"Our troops lack modern equipment, but they have to conduct 21st-century military operations," said Gaurav Gogoi, a lawmaker and member of the Parliamentary Standing Committee on Defense.

U.S. officials tasked with strengthening the alliance talk about their mission with frustration: a swollen bureaucracy makes arms sales and joint training exercises cumbersome; Indian forces are vastly underfunded; and the country's navy, army and air force tend to compete rather than work together.

Whatever the problems, the United States is determined to make the country a key ally in the coming years to hedge against China's growing regional ambition.

Last year, when Defense Secretary Jim Mattis announced that the Pentagon was renaming its Pacific Command — to Indo-Pacific — he emphasized India's importance in a shifting world order.

"It is our primary combatant command," said Mattis, who left the Pentagon at the end of the year. "It's standing watch and intimately engaged with over half of the earth's surface and its diverse populations, from Hollywood to Bollywood."

The U.S. military began prioritizing its al-



Indian paramilitary troops in Srinagar in Kashmir this month. Sixty-eight percent of the army's equipment is so old that it is officially considered "vintage."

liance with India as its close relationship with Pakistan soured over the last two decades. U.S. officials are concerned that Pakistan is not doing enough to fight terrorism, a charge the country denies.

In just a decade, U.S. arms sales to India have gone from nearly zero to \$15 billion. But Pakistan can still draw on a powerful U.S.-supplied arsenal.

Indian officials say Pakistan used one of its F-16 fighter jets to down its MiG-21 last week. Islamabad rejected the claim, but on Sunday the U.S. Embassy in Islamabad said the United States was looking into the report. The offensive use of an F-16 warplane against its neighbor might have been a violation of the sales agreement.

"We are aware of these reports and are seeking more information," the embassy said in a statement. "We take all allegations of misuse of defense articles very seriously."

However troubled its military, India holds an obvious strategic appeal to the United States by virtue of both its location and its size.

India will soon become the world's most populous country, on track to surpass China by 2024. It shares a long border with southern and western China and controls important territorial waters Beijing needs for its maritime trade routes.

All that can help the United States try to box in its rival.

"India's sheer demographics, its long-term military potential, its geographic expanse — it makes India worth waiting for," said Jeff Smith, a research fellow for South Asia at the Heritage Foundation in Washington and the author of "Cold Peace: China-India Rivalry in the 21st Century."

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



Si desea recibir esta notificación en español, llámenos o visite nuestra página www.ToyotaSiennaDoorSettlement.com.

There is a proposed Settlement in a class action lawsuit against Toyota concerning certain Sienna vehicles. Those included in the Settlement have legal rights and options that must be exercised by certain deadlines.

What is the lawsuit about?

The lawsuit alleges the power sliding doors in certain Sienna vehicles are defective. Toyota denies that it has violated any law, or engaged in any wrongdoing. The Court did not decide which side was right. Instead, the parties decided to settle.

Am I Included in the proposed Settlement?

Subject to certain limited exclusions, you are included if as of March 1, 2019,

- You own(ed), purchased, and/or lease(d) a 2011-2018 model year Sienna ("Subject Vehicle"); and
- Your Subject Vehicle was distributed for sale or lease in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions of the United States.

This Settlement does not involve claims of wrongful death, personal injury or physical property damage caused by an accident.

What does the Settlement provide?

The Settlement offers several benefits including a Customer Confidence Program providing prospective coverage for certain repairs to certain sliding door parts, a Loaner Vehicle to eligible Class Members, and reimbursement of certain out-of-pocket expenses. Some of these benefits require action by Class Members by certain deadlines.

What are my options?

If you do nothing, you will remain in the Class, receive certain benefits and will not be able to sue Toyota. You can exclude yourself by May 3, 2019, if you don't want to be part of the Settlement. You won't get any settlement benefits, but you keep the right to sue Toyota. You can submit a Claim Form by a date to be set, which will not be earlier than 60 days after the Court's June 4, 2019 fairness hearing, if you have out-of-pocket expenses covered by the Settlement and don't exclude yourself. You can object to all or part of the Settlement by May 3, 2019, if you don't exclude yourself. The full notice describes how to exclude yourself, submit a Claim Form and/or object.

The Court will hold a fairness hearing on June 4, 2019 at 11 a.m. EDT to: (a) consider whether the proposed settlement is fair, reasonable, and adequate; and (b) decide the plaintiffs' lawyers' request for fees of up to \$6,500,000.00 and costs and expenses of up to \$500,000.00 (which includes Class Representative service awards of not more than \$2,500.00 each). The motion for attorneys' fees and costs will be posted on the website after they are filed. You may but are not required to appear at the hearing, and you may hire an attorney to appear for you, at your own expense.

For more information or a Claim Form call 1-833-305-3915 or visit www.ToyotaSiennaDoorSettlement.com.

1-833-305-3915

www.ToyotaSiennaDoorSettlement.com

DE Disavows Ponce Public Schools 'Religious Field Trip'

By J.A. HERNANDEZ
Special to The STAR

Department of Education (DE) Secretary Julia Keleher disavowed Monday the methods of guidance used during a supposedly educational field trip sponsored by the Ponce Educational Region, which transcended last week through social media.

After a preliminary investigation, the DE confirmed that both educational divisions had knowledge of the orientation speech and where the field trip was going to take place, but did not report it properly.

Students from three schools from the Ponce Educational Region were taken on a field trip on Thursday, March 14, to "Iglesia Cristiana de la Familia Casa del Dios Viviente" (House of the Living God Christian Family Church), where they received a conference on sexual abstinence and abortion, which culminated with their being requested to sign a pact of abstinence.

"All activities focused on the sexuality of students must be aligned with public policy and with the guidelines established by the School Health Program, and must be carried out in schools, amphitheatres and other neutral places, according to the required capacity for each activity," Keleher said in a written statement.

Keleher added that the position of the DE is 'to provide our students with access to information and in no way reflect any particular philosophy.'

The secretary stated that the event was programmed and coordinated by the DE Ponce Regional Office, which, in turn, allegedly notified



Department of Education Secretary Julia Keleher stated that the public school system's policy is to provide students with access to information and in no way reflect any particular philosophy.

the School Health Program.

A student who participated in the "educational field trip" posted the following on a popular social media outlet: "I am totally outraged with my school's 'field trip.' No one has the right to make me believe in any religion. Nobody has the right to decide about my body. Nobody can force me to sign a pact of abstinence disguised as a certificate."

Keleher explained that the parameters and criteria established by the DE are aimed at promoting guidance that allows the student to be able to understand human sexuality in its integral dimension, and develop the skills to live their sexuality in a healthy and responsible way.

The Secretary gave specific instructions so that, from now on, the DE regions should be clear on where this type of guidance can be carried out.

Keleher also highlighted the clear separation between church and state that should prevail and how DE personnel must make sure that this precept is met, as well as not hold events or activities which may give the impression or appearance that the precept has been breached.

In relation to the "pact certificate" that has been publicly disclosed, the Secretary categorically disavowed the use of this document or any other document of similar content, stating it does not conform to the policies and criteria of the School Health Program.

Keleher specified that any document the students may have signed has no effectiveness for the DE's purposes.

The DE secretary also made clear she will be evaluating all the elements leading to the event, and that did not meet the DE's criteria for it.

Likewise, she assured that once the inquiry is completed, she will take the necessary measures regarding any personnel who were involved and who were responsible for the counter-policy actions in the coordination process, review of the materials, and approval of the contents.

"It is expected that individuals in leadership positions in the regions make decisions in accordance with public policies.

"We will do what is necessary for our leaders to strictly meet those expectations. For that reason, when this type of exceptional situation takes place, we'll appreciate it be brought to our attention to be able to make the necessary adjustments, and correct what is not in tune with those expectations of a good decisional criterion," Keleher said.

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



Si desea recibir esta notificación en español, llámenos o visite nuestra página www.ToyotaSiennaDoorSettlement.com.

There is a proposed Settlement in a class action lawsuit against Toyota concerning certain Sienna vehicles. Those included in the Settlement have legal rights and options that must be exercised by certain deadlines.

What is the lawsuit about?

The lawsuit alleges the power sliding doors in certain Sienna vehicles are defective. Toyota denies that it has violated any law, or engaged in any wrongdoing. The Court did not decide which side was right. Instead, the parties decided to settle.

Am I Included in the proposed Settlement?

Subject to certain limited exclusions, you are included if as of March 1, 2019,

- You own(ed), purchased, and/or lease(d) a 2011-2018 model year Sienna ("Subject Vehicle"); and
- Your Subject Vehicle was distributed for sale or lease in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions of the United States.

This Settlement does not involve claims of wrongful death, personal injury or physical property damage caused by an accident.

What does the Settlement provide?

The Settlement offers several benefits including a Customer Confidence Program providing prospective coverage for certain repairs to certain sliding door parts, a Loaner Vehicle to eligible Class Members, and reimbursement of certain out-of-pocket expenses. Some of these benefits require action by Class Members by certain deadlines.

What are my options?

If you do nothing, you will remain in the Class, receive certain benefits and will not be able to sue Toyota. You can exclude yourself by May 3, 2019, if you don't want to be part of the Settlement. You won't get any settlement benefits, but you keep the right to sue Toyota. You can submit a Claim Form by a date to be set, which will not be earlier than 60 days after the Court's June 4, 2019 fairness hearing, if you have out-of-pocket expenses covered by the Settlement and don't exclude yourself. You can object to all or part of the Settlement by May 3, 2019, if you don't exclude yourself. The full notice describes how to exclude yourself, submit a Claim Form and/or object.

The Court will hold a fairness hearing on June 4, 2019 at 11 a.m. EDT to: (a) consider whether the proposed settlement is fair, reasonable, and adequate; and (b) decide the plaintiffs' lawyers' request for fees of up to \$6,500,000.00 and costs and expenses of up to \$500,000.00 (which includes Class Representative service awards of not more than \$2,500.00 each). The motion for attorneys' fees and costs will be posted on the website after they are filed. You may but are not required to appear at the hearing, and you may hire an attorney to appear for you, at your own expense.

For more information or a Claim Form call 1-833-305-3915 or visit www.ToyotaSiennaDoorSettlement.com.

1-833-305-3915

www.ToyotaSiennaDoorSettlement.com

CHINA TODAY



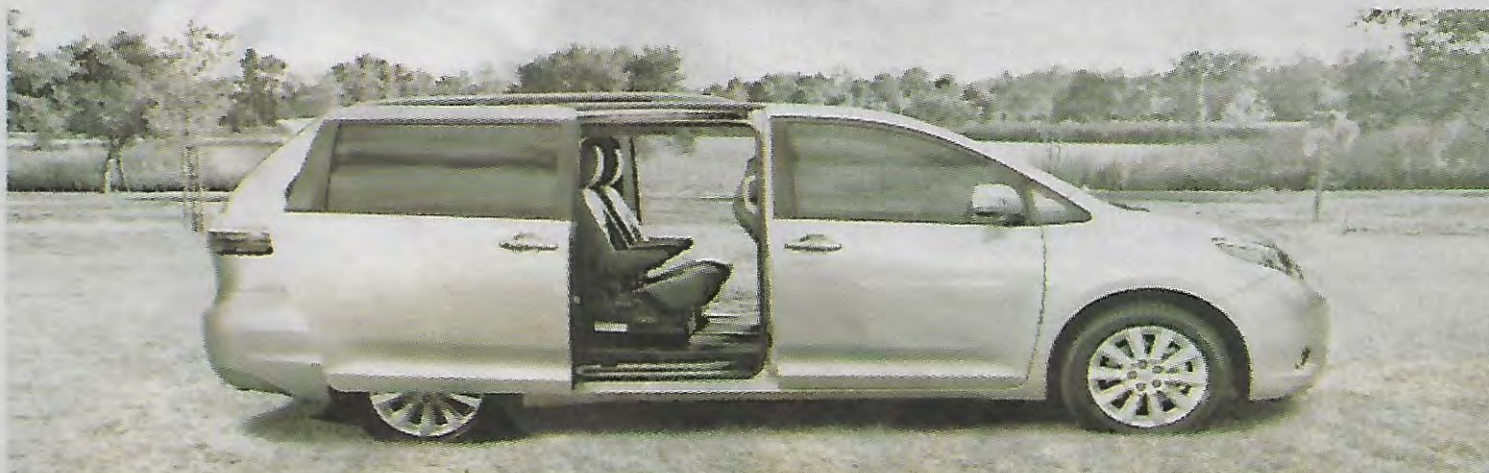
STRENGTHENING CULTURE CONFIDENCE: Chinese President Xi Jinping, also general secretary of the Communist Party of China (CPC) Central Committee and chairman of the Central Military Commission, visits political advisors from the sectors of culture and art, and social sciences who are attending the second session of the 13th National Committee of the Chinese People's Political Consultative Conference (CPPCC) in Beijing, capital of China, March 4, 2019. Xi joined them in a joint panel discussion and heard their opinions and suggestions. Wang Yang, a member of the Standing Committee of the Political Bureau of the CPC Central Committee and chairman of the CPPCC National Committee, also attended the discussion. Photo / (Xinhua/Yao Dawei).

Xi st stro cult conf

BEIJING, March 4 (Xinhua) — Chinese President Xi Jinping Monday called on writers, artists and theorists to strengthen cultural confidence, serve the people with fine works, and provide the public with high-quality cultural products.

Xi, also general secretary of the Communist Party of China Central Committee and chair

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



Si desea recibir esta notificación en español, llámenos o visite nuestra página www.ToyotaSiennaDoorSettlement.com.

There is a proposed Settlement in a class action lawsuit against Toyota concerning certain Sienna vehicles. Those included in the Settlement have legal rights and options that must be exercised by certain deadlines.

What is the lawsuit about?

The lawsuit alleges the power sliding doors in certain

for certain repairs to certain sliding door parts, a Loan Vehicle to eligible Class Members, and reimbursement of certain out-of-pocket expenses. Some of these benefits require action by Class Members by certain deadlines.

What are my options?

If you do nothing, you will remain in the Class, receive certain benefits and will not be able to sue Toyota. You can exclude yourself by May 3, 2019, if you don't want to be part of the Settlement. You won't get any settlement

REGION



DEATH TOLL RISES: The aftermath of deadly flash flooding in Sentani, Papua, 17 March 2019. Photo / (Tabloid Jubi).

Papua death toll rises and 4000 evacuated after Sentani floods

(RNZI) - The death toll from flash floods in Indonesia's Papua region has risen to 79.

Indonesia's National Disaster Management Agency says 72 people were killed by landslides in Jayapura regency and seven others died from floods in Jayapura city.

Rescue teams are searching for 43 people still missing.

More than 4000 people have been evacuated to six locations and more than 11,000 families have been affected by the flash flooding.

According to reports, the disaster management agency has attributed the floods to deforestation and encroachment on a nature reserve in the Cyclops mountains over the past 15 years.

A spokesperson, quoted by Indonesia's Tempo news agency, said the flooding, in the Sentani region of Jayapura regency, was triggered by extreme rainfall and forest damage.

A month's worth of normal rainfall fell in the space of seven hours at the weekend.

More than 2000 hectares of rain catchment area has been cleared for development, the spokesman said.

Dobonsolo, Doyo Baru, and Hinekombe districts in Jayapura's Sentani region are reported to be the worst affected.

Clean water, food needed after flooding in Papua

Meanwhile, clean water, food and blankets are among pressing needs in the flood affected areas.

At least 68 people have died after heavy rain at the weekend triggered floods and landslides around the provincial capital Jayapura.

Rosemarie North of the International Federation of Red

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



Tuesday, March 5, 2019

Higher education: Colleges add cannabis to the curriculum

By MARY ESCH
The Associated Press

Grace DeNoya is used to getting snickers when people learn she's majoring in marijuana.

"My friends make good-natured jokes about getting a degree in weed," said DeNoya, one of the first students in a new four-year degree program in medicinal plant chemistry at Northern Michigan University. "I say, 'No, it's a serious degree, a chemistry degree first and foremost. It's hard work. Organic chemistry is a bear.'"

As a green gold rush in legal marijuana and its non-drug cousin hemp spreads across North America, a growing number of colleges are adding cannabis to the curriculum to prepare graduates for careers cultivating, researching, analyzing and marketing the herb.

Research shows there are high times ahead for all kinds of careers in cannabis, ranging from greenhouse and dispensary operators to edible product developers, marketing specialists, quality assurance lab directors and pharmaceutical researchers. Arcview Market Research, which focuses on cannabis industry trends, projects the industry will support 467,000 jobs by 2022.

And even in states where recreational marijuana remains illegal, including New York, New Jersey and Connecticut, some colleges have launched cannabis studies programs in anticipation of legalization or to prepare students for jobs in other states.

"We're providing a fast track to get into the industry," said Brandon Canfield, a chemistry professor at Northern Michigan University in Marquette. Two years ago, he proposed a new major in medicinal plant chemistry after attending a conference where cannabis industry representatives spoke of an urgent need for analytical chemists for product quality assessment and assurance.

The four-year degree, which is the closest thing to a marijuana major at an accredited U.S. university, has drawn nearly 300 students from 48 states, Canfield said. Students won't be growing marijuana, which was recently legalized by Michigan voters for recreational use. But Canfield said students will learn to measure and extract medicinal compounds from plants such as St. John's Wort and ginseng and transfer that knowledge to marijuana.



Photo by ASSOCIATED PRESS

Colton Welch, a junior at the State University of New York at Morrisville, checks root development on hydroponic tomato plants which will provide students with data applicable to cannabis cultivation.

A similar program is being launched at Minot State University in North Dakota this spring. The college said students will learn lab skills applicable to medical marijuana, hops, botanical supplements and food science industries.

"All of our graduates are going to be qualified to be analysts in a lab setting," Canfield said, noting that experience could lead to a position paying \$70,000 right out of school. Those wishing to start their own businesses can choose an entrepreneurial track that adds courses in accounting, legal issues and marketing.

"I came in planning to do the bioanalytical track, maybe go work in a lab," said DeNoya, 27, who was considering nursing school when she heard about the NMU program. "I just switched to the entrepreneurial track. I figured that would better position me, as the industry is still expanding and changing and growing so much."

The expected boom in cannabis-related jobs has colleges responding with a range of offerings. Colorado State University offers a cannabis studies minor focusing on social, legal, political and health impacts.

Universities have done little research on marijuana because of federal restrictions, but that's starting to change. UCLA's Cannabis Research Initiative,

which bills itself as one of the first academic programs in the world dedicated to the study of cannabis, has studies underway ranging from medical treatments to economic impacts.

Agricultural schools are also getting in on the action. The University of Connecticut is launching a cannabis horticulture program this spring.

"We're following the market," said Jennifer Gilbert Jenkins, an assistant professor at the State University of New York at Morrisville, a college in rural central New York that's launching a new minor in cannabis studies in its horticulture department this year. Students work with hemp and other plants rather than marijuana, but can take internships at medical marijuana facilities, Jenkins said.

In New Jersey, Stockton University started an interdisciplinary cannabis minor last fall and recently forged an academic partnership with Thomas Jefferson University in Philadelphia that gives students the opportunity for internships and research work in medical marijuana and hemp.

"Most of the students are interested in novel business opportunities," said Kathy Sedia, coordinator of the cannabis minor at Stockton.

Cannabis businesses range from medical and recreational marijuana to foods, fabrics and myriad other products derived from industrial hemp. The basis for all is the cannabis sativa plant. Marijuana is produced by varieties with high levels of THC, the chemical compound that makes people high. Hemp has only a trace of THC, but produces cannabidiol, or CBD, used in a broad range of nutritional and therapeutic products that are all the rage right now.

Marijuana is legal for medical purposes in 33 states and as a recreational drug in 10. While marijuana remains illegal federally, the 2018 Farm bill cleared the way for widespread cultivation of hemp.

In New York, where legislators are moving to legalize recreational use of marijuana, hemp has become a new source of income for farmers as well as jobs at processing and manufacturing businesses. The state's first legal hemp crop was harvested in 2016 under a Morrisville research license, which gave rise to the new cannabis minor.

"I see a lot more farmers reach-

ing out and trying to find people who know about this new crop," said Colton Welch, an agriculture business student

pursuing the cannabis minor at Morrisville. "We're only beginning to see the wide application this plant has."

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



Si desea recibir esta notificación en español, llámenos o visite nuestra página www.ToyotaSiennaDoorSettlement.com.

There is a proposed Settlement in a class action lawsuit against Toyota concerning certain Sienna vehicles. Those included in the Settlement have legal rights and options that must be exercised by certain deadlines.

What is the lawsuit about?

The lawsuit alleges the power sliding doors in certain Sienna vehicles are defective. Toyota denies that it has violated any law, or engaged in any wrongdoing. The Court did not decide which side was right. Instead, the parties decided to settle.

Am I Included in the proposed Settlement?

Subject to certain limited exclusions, you are included if as of March 1, 2019,

- You own(ed), purchased, and/or lease(d) a 2011-2018 model year Sienna ("Subject Vehicle"); and
- Your Subject Vehicle was distributed for sale or lease in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions of the United States.

This Settlement does not involve claims of wrongful death, personal injury or physical property damage caused by an accident.

What does the Settlement provide?

The Settlement offers several benefits including a Customer Confidence Program providing prospective coverage for certain repairs to certain sliding door parts, a Loaner Vehicle to eligible Class Members, and reimbursement of certain out-of-pocket expenses. Some of these benefits require action by Class Members by certain deadlines.

What are my options?

If you do nothing, you will remain in the Class, receive certain benefits and will not be able to sue Toyota. You can exclude yourself by May 3, 2019, if you don't want to be part of the Settlement. You won't get any settlement benefits, but you keep the right to sue Toyota. You can submit a Claim Form by a date to be set, which will not be earlier than 60 days after the Court's June 4, 2019 fairness hearing, if you have out-of-pocket expenses covered by the Settlement and don't exclude yourself. You can object to all or part of the Settlement by May 3, 2019, if you don't exclude yourself. The full notice describes how to exclude yourself, submit a Claim Form and/or object.

The Court will hold a fairness hearing on June 4, 2019 at 11 a.m. EDT to: (a) consider whether the proposed settlement is fair, reasonable, and adequate; and (b) decide the plaintiffs' lawyers' request for fees of up to \$6,500,000.00 and costs and expenses of up to \$500,000.00 (which includes Class Representative service awards of not more than \$2,500.00 each). The motion for attorneys' fees and costs will be posted on the website after they are filed. You may but are not required to appear at the hearing, and you may hire an attorney to appear for you, at your own expense.

For more information or a Claim Form call 1-833-305-3915 or visit www.ToyotaSiennaDoorSettlement.com.

Since 1985 **NATURAL FOOD** Grocery & Deli

Great New Products in our Refrigerators and Freezers

New, Healthy & Delicious

SMOOTHIE MENU

Mango, Berries, Peaches, Banana, Kale, MacroGreens, Beet, Maca, Bee Pollen, Flax, Hemp Protein, Whey Protein. Lots of Exciting and Delicious Combinations. Refreshing and Bursting with Health & Energy

Mandela Circle, St. Thomas • **(340) 775-3737**

Deli Hours: Mon. - Fri. 8am to 6pm • Sat. 9am to 5pm • Store Hrs: Mon. - Fri. 7:30am to 6:30pm • Sat. 9am to 6pm



GREEN SMOOTHIE

1-833-305-3915

www.ToyotaSiennaDoorSettlement.com

Deaths

Alfred George Hull Sr.

Relatives and friends are advised of the passing of Alfred George Hull Sr., also known as George or The Runner, who died Feb. 22, 2019, on St. Thomas.

The viewing is at 9 a.m. Saturday, March 16, at Christian Unity Church in Savan. The service will follow, immediately at 10 a.m.

Interment is at Eastern Cemetery. Alfred George Hull Sr., is survived by his former wife and caretaker, Zelda Hull; sons, Alfred George Hull



Alfred George Hull Sr.

Jr., Jason Hull; daughters, Myrtle Lloyd, Juliana Hull, Judith Hull, Jasmin Hull, Justina Hull; daughter-in-law, Linda Hull; brothers, George Hanley, Nathaniel Richards; sisters, Elfreda Hanley, Lucaina Caines, Hyacinth Smithen; sister-in-law, Louisa Hanley; nieces, Lucretia Sergeant, Civilla Sergeant, Charlene Bowry-Benjamin, Karen Sergeant, Stacy Morris, Naomi Roberts, Marvelyn Thomas, Vanessa Richards, Delita Richards; nephews, William Richards, Charles Sergeant, Gerard Richards, Cecil Richards, Leroy Richards; grandchildren, Keith Lloyd, Keren Williams, Jeanniene Warner, Shawn Chesterfield, George Hull, III, Janique Parris, Joshua Parks, A'Kella Elliott, and Justin Roberts, Jamoi Hull, Jael Elliott, Jaalen Roberts, Janiya Hull, Anthony Prince, Ramon Rivera, Jarien Roberts; great-grandchildren, Josiah Caldon, Liana Williams, Jacob Williams, Laila Williams, Amaya Hull; church family, Christian Unity Church; special friends, Esa England and Carmen England Terry; and other family and friends too numerous to mention.

For directions condolences, visit www.hurleydavisfuneralhome.com.

Arrangements are by Dan Hurley Home for Funerals and Cremation Center of St. Thomas, St.

John and St. Croix.

Isaac Jacob-Thomas

We regret to announce the passing of Isaac Jacob-Thomas, also known as Tata.

The first viewing will be held from 5 to 7 p.m. Thursday, March 14, at Turnbull's Funeral Home. The second viewing will be held from 10 to 11 a.m. Friday, March 15, with funeral services to follow right after at 11 a.m. at Trinity Methodist Church.



Isaac Jacob-Thomas

Interment is at Eastern Cemetery. He is survived by his children, Clayton Thomas, Lorna Thomas Maccabaeus;

sister, Mary Magnaline Thomas-Moore; brother, Richard "Barracuta" Thomas (twin brother); special companion, Sylvanie Dawson; grandchildren, Tamara Thomas, Raheem Smith, Kareem Thomas, (twin No. 1) Akeem Thomas, (twin No. 2) Kadeem Thomas, Seymour Williams, Shaynae' Smith; great-grandchildren, London Nixon, Raymoi Smith, Renecia Smith, Soraya Smith, Raynejau' Smith, (twin No. 1) Raykai Smith (twin No. 2), Skylar Smith, Samarra Bonelli; daughter-in-law, Daphne Gonzalez-Thomas; son-in-law, Judah Maccabaeus; special nieces, Conchita Benjamin, Acacia Benjamin, Sylvia Thomas; nieces, Dorothy Todman, Ismay Skelton, Fostina Frett, Hyacinth Thomas, Dr. Ruth E. Thomas, Laura T. Daniel, Lyra T. Harrigan, Louise T. Lettsume, Jennie Wheatley, Alvara Rabsatt, Dr. Valaria Wheatley, Zelia Frett, Adoras Malone, Ora Penn, Medita Wheatley, Orpha Malone, Marilyn Bass, Irma J. DeWindt, Valarie Thomas, Debra Richardson, Stephanie Moore, Leudena Thomas, Edris Jackson, Adina Raymo, Valarie Petersen; nephews, Arnond, Teddy, Louis, Elroy, Elridge, Leon and Ludrick Thomas Emanuel Harrigan, Frank

Serrano, Lewis, David, Alcedo, and James Richards; and many other nieces and nephews too numerous to mention.

John Theophilus Tonge

John Theophilus Tonge, 67, departed this life on Feb. 10, 2019, in Miami, Fla.

The first viewing will be held from 5 to 7 p.m. Thursday, March 14.

The service will be Friday, March 15, at Bethel Missionary Baptist Church in Smith Bay. The viewing will be from 9 to 10 a.m., and the service will follow immediately at 10 a.m.



John Theophilus Tonge

Interment is at Eastern Cemetery. John was born March 28, 1951, on the island of Antigua in Urlings Village to the late William Tonge and Octavia Simon. His last place of employment was at Heavy Materials, formerly known as Zinky Smith. He worked in the block plant for many years. He retired from Heavy Materials in 2016.

John is survived by his wife, Rosa Tonge; special partner, Aurora Johnson; his four children, Cecile Tonge-Fahie, Kevin Tonge, Kyle Tonge and Jokairy Tonge; seven grandchildren and three great-grandchildren; sisters, Naomi Browne, Elizabeth Stevens, Agatha Tonge and Marianne Williams; brothers, Llewelyn and Alexander James; uncle, Alexander "Zhanda" Tonge; aunts, Christabel Tonge and Jane Ann Tonge; son-in-law, Elvin R. Fahie Sr.; nephews, Anthony Lee, Gifford Stevens Jr., Cory Matthias, Tario and Tashawn Phillip, Devon Williams, Kelly Joseph, Michael and Jason Browne; nieces, Diane Stevens, Jennifer King, Cleo Matthias, Kema and Kemar Williams; special cousins, Constance Tonge, Rosetta Underwood, Cora, Ferrence and Alastine Tonge, Albertine Francis, Lloyd Prince, Camalita Rawlins, Janice Drew and Alex Tonge; special friends, Carlos and Manuel Garcia Johnson, Reginald, Eddie, Clifton

and Omigo Williams, Liston, Larry, Mikey; Egbert and Thelma Josiah, Solomon Brown and other friends too

numerous to mention.

Arrangements are by Turnbull's Funeral Home and Crematory Services.

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



Si desea recibir esta notificación en español, llámenos o visite nuestra página www.ToyotaSiennaDoorSettlement.com.

There is a proposed Settlement in a class action lawsuit against Toyota concerning certain Sienna vehicles. Those included in the Settlement have legal rights and options that must be exercised by certain deadlines.

What is the lawsuit about?

The lawsuit alleges the power sliding doors in certain Sienna vehicles are defective. Toyota denies that it has violated any law, or engaged in any wrongdoing. The Court did not decide which side was right. Instead, the parties decided to settle.

Am I Included in the proposed Settlement?

Subject to certain limited exclusions, you are included if as of March 1, 2019,

- You own(ed), purchased, and/or lease(d) a 2011-2018 model year Sienna ("Subject Vehicle"); and
- Your Subject Vehicle was distributed for sale or lease in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions of the United States.

This Settlement does not involve claims of wrongful death, personal injury or physical property damage caused by an accident.

What does the Settlement provide?

The Settlement offers several benefits including a Customer Confidence Program providing prospective coverage for certain repairs to certain sliding door parts, a Loaner Vehicle to eligible Class Members, and reimbursement of certain out-of-pocket expenses. Some of these benefits require action by Class Members by certain deadlines.

What are my options?

If you do nothing, you will remain in the Class, receive certain benefits and will not be able to sue Toyota. You can exclude yourself by May 3, 2019, if you don't want to be part of the Settlement. You won't get any settlement benefits, but you keep the right to sue Toyota. You can submit a Claim Form by a date to be set, which will not be earlier than 60 days after the Court's June 4, 2019 fairness hearing, if you have out-of-pocket expenses covered by the Settlement and don't exclude yourself. You can object to all or part of the Settlement by May 3, 2019, if you don't exclude yourself. The full notice describes how to exclude yourself, submit a Claim Form and/or object.

The Court will hold a fairness hearing on June 4, 2019 at 11 a.m. EDT to: (a) consider whether the proposed settlement is fair, reasonable, and adequate; and (b) decide the plaintiffs' request for fees of up to \$6,500,000.00 and costs and expenses of up to \$500,000.00 (which includes Class Representative service awards of not more than \$2,500.00 each). The motion for attorneys' fees and costs will be posted on the website after they are filed. You may but are not required to appear at the hearing, and you may hire an attorney to appear for you, at your own expense.

For more information or a Claim Form call 1-833-305-3915 or visit www.ToyotaSiennaDoorSettlement.com.

1-833-305-3915

www.ToyotaSiennaDoorSettlement.com



Mattress Sale






Low Low Low Mattress Prices

Twin - \$129	Queen - \$199
Full - \$169	King - \$259

Furniture Plus • FurniturePlusVI.com • Across from Charlotte Amalie High School • 777-1288

Exhibit F



Search

Sign in



Lifestyle Home Style Beauty Wellness Pop Culture Shopping Horoscope News MS Awareness ...

Follow Us



Wellness Karin Miller

Mom shares what it's like to parent with a chronic disease: 'I don't want that to be my identity'

Mom Lindsey Santiago shares the challenges of parenting when coping with multiple sclerosis. "You take it for granted that you can get up and go, or put your child in a stroller and walk," s...



Sponsored Xfinity

All your entertainment. All on X1.

From your favorite shows to your favorite apps, with X1 you get all the entertainment you love all in one place.



Wellness Karin Miller

What it's like to be the parent of a child with a chronic illness: 'Every day feels like a struggle'

Mom Judawn Merritt acknowledges that the future can be "scary," when you're parenting a 16-year-old with multiple sclerosis, but she says she's so proud of how her son has handled his...



TOYOTA


Ever had a Toyota Sienna?

Certain models may have sliding door problems. See potential benefits from a class action settlement.

LEARN MORE

Must Watch

Ever had a Toyota Sienna?
 Certain models may have sliding door problems. [LEARN MORE](#)
 See potential benefits from a class action settlement.



Sports >



Le'Veon Bell's plan backfired and cost him millions

Dying friend got NBA star to 'save' neighborhood

Best moves from NFL free agency

NFL team is spending on all the wrong people

Trade makes NFL's most embarrassing team a title contender

Opinion >



College scandal is tip of the iceberg

What college cheating scandal says about us

Air crash victims devoted lives to helping others

Pete Buttigieg is the human rebuttal to Mike Pence

Yes, I will keep listening to Michael Jackson

Kasich: GOP, put country over party

Tucker Carlson's words reveal who he really is

allbirds
 Your new go-to shoe



Paid Partner Content

LendingTree
30yr fixed rates just declined. See if you qualify

CompareCards
9 cards charging 0% interest until 2020

Furthermore from Equinox
The authority on the high-performance lifestyle

Entertainment >



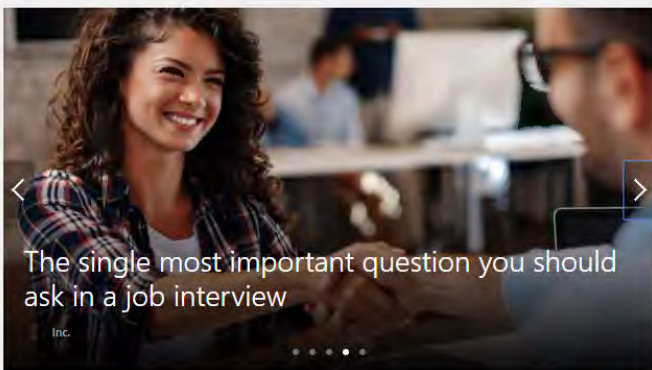
Tech >



Politics >



Lifestyle



The single most important question you should ask in a job interview

Inc.



Lifestyle

52 things that can make your home look more expensive

Reader's Digest



TOYOTA

Ever had a Toyota Sienna?

Certain models may have sliding door problems. See potential benefits from a class action settlement.

LEARN MORE



Lifestyle

Adorable police dog attempts to perform CPR, goes viral

Best Life



Lifestyle

Kate Middleton reveals Prince Louis's new move

Prince Louis's already started crawling. Kate Middleton revealed in January. And now, the 10-month-old prince sounds like he's almost to another milestone, the royal mom-of-three revealed during



Lifestyle

A photographer captured the last images of Kenya's 'elephant queen' just...

INSIDER



Travel

20 hot destinations you can visit on less than \$100 a day

GOBankingRates



☰ EXPLORE NOTICIAS CELEBRIDADES PONTE BELLA MAMÁS Y BEBÉS TELENOVELAS PODEROSAS 🔍 Your Profile ▾

más noticias

noticias

Netflix compra los derechos de la novela *Cien años de soledad* de Gabriel García Márquez

People
Hazlo con tu móvil diaria de People en Español
Ingresá al correo electrónico
INSCRÍBETE AQUÍ
¡NO, GRACIAS!

celebridades

Daniilo Carrera genera preocupación al aparecer con su rostro totalmente ensangrentado, ¿qué le pasó?

celebridades

¿Quisiera casarse Ninel Conde? ¿Qué dijo de Giovanni Medina?

celebridades

Estos famosos han expresado su apoyo a Dayanara Torres tras la traumática ruptura de su compromiso de matrimonio



celebridades

¡Finalmente! Te presentamos a los ganadores de Elige a tu Bello 2019



celebridades

¡Nely Galán y Rosie Ríos te invitan a Poderosas PRO!



TOYOTA

¿Tuviste un Toyota Sienna?



Algunos modelos tienen problemas con las puertas corredizas. *Descubre los beneficios potenciales de una demanda colectiva.*

MÁS INFORMACIÓN



FUTBOL NFL MLB NBA COMBATE MÁS TV VIDEOS FOTOS MARCADOR +

CHL ▼	EN VIVO - 76'	EN VIVO - 74'	2019-03-12 16:00	2019-03-12 16:00	2019-03-13 16:00
	PSG 1	POR 2	MCY --	JUV --	BAR --
	MAN 2	ROM 1	SKE --	ATM --	LYO --

 **¿Tuviste un Toyota Sienna?**
Algunos modelos tienen problemas con las puertas corredizas. *Descubre los beneficios potenciales de una demanda colectiva.* [MÁS INFORMACIÓN](#) 

TITULARES

- 1 Nuevo refuerzo del Galaxy**
También: MLS: El mejor gol de la semana fue para Cincinnati, el equipo debutante
- 2 Europa League: El Chelsea trabajó para la última competición en la que sigue 'vivo'...**



The screenshot shows the ESPN Deportes website interface. At the top, the ESPN DEPORTES logo is on the left, and navigation links for Fútbol, Básquetbol, MMA, Boxeo, Béisbol, and F. Americano are in the center. On the right, there are links for Watch, Audio, and Juegos, along with a search icon. A blue notification banner at the top right reads: "Has llegado a la edición de ESPN Deportes. Quedarse en el sitio actual o ir a edición preferida." Below this, a list of news items includes: "Luis Suárez felicitado por 'tata' para técnica FIFA", "Cuba se suma al sistema de las Pequeñas Ligas", and "Luis Suárez felicita al Ajax por eliminar al Real Madrid". The main content area features a large image of a soccer player in a white jersey (Buffon) jumping over a goalkeeper in a green jersey. Below the image is the headline "Buffon da vida al United" and a sub-headline: "Una pifia del portero, tiene arriba al Manchester sobre el PSG. Los ingleses necesitan un gol para clasificar." Below the headline is a score summary: "FC Porto 2 - 1 AS Roma" with "68' Agr. 3-3" in the center. At the bottom, there is a video player showing a soccer match. On the right side, there is a Toyota advertisement for the Sienna with the text: "¿Tuviste un Toyota Sienna? Algunos modelos tienen problemas con las puertas corredizas. Descubre los beneficios potenciales de una demanda colectiva." and a "MÁS INFORMACIÓN" button. Below the ad is a section titled "Opinión: Rafa Ramos" with a partial image of a soccer ball and the text "LA OPINIÓN DE".

Exhibit G

If You Own or Lease or Previously Owned, Purchased, or Leased Certain Toyota Sienna Vehicles, You Could Get Benefits from a Class Action Settlement English ▾

NEWS PROVIDED BY
King & Spalding LLP →
Mar 01, 2019, 09:17 ET

NEW YORK, March 1, 2019 /PRNewswire/ -- The following statement is being issued by King & Spalding LLP regarding the Toyota Sienna Sliding Door Class Action Settlement.

Si desea recibir esta notificación en español, llámenos o visite nuestra página www.ToyotaSiennaDoorSettlement.com.

There is a proposed Settlement in a class action lawsuit against Toyota concerning certain Sienna vehicles. Those included in the Settlement have legal rights and options that must be exercised by certain deadlines.

What is the lawsuit about?

The lawsuit alleges the power sliding doors in certain Sienna vehicles are defective. Toyota denies that it has violated any law, or engaged in any wrongdoing. The Court did not decide which side was right. Instead, the parties decided to settle.

Am I Included in the proposed Settlement?

Subject to certain limited exclusions, you are included if as of March 1, 2019,

You own(ed), purchased, and/or lease(d) a 2011-2018 model year Sienna ("Subject Vehicle"); and

Your Subject Vehicle was distributed for sale or lease in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions of the United States.

This Settlement does not involve claims of wrongful death, personal injury or physical property damage caused by an accident.

What does the Settlement provide?

The Settlement offers several benefits including a Customer Confidence Program providing prospective coverage for certain repairs to certain sliding door parts, a Loaner Vehicle to eligible Class Members, and reimbursement of certain out-of-pocket expenses. Some of these benefits require action by Class Members by certain deadlines.

What are my options?

If you do nothing, you will remain in the Class, receive certain benefits and will not be able to sue Toyota. You can exclude yourself by May 3, 2019, if you don't want to be part of the Settlement. You won't get any settlement benefits, but you keep the right to sue Toyota. You can submit a Claim Form by a date to be set, which will not be earlier than 60 days after the Court's June 4, 2019 fairness hearing, if you have out-of-pocket expenses covered by the Settlement and don't exclude yourself. You can object to all or part of the Settlement by May 3, 2019, if you don't exclude yourself. The full notice describes how to exclude yourself, submit a Claim Form and/or object.

The Court will hold a fairness hearing on June 4, 2019 at 11 a.m. EDT to: (a) consider whether the proposed settlement is fair, reasonable, and adequate; and (b) decide the plaintiffs' lawyers' request for fees of up to \$6,500,000.00 and costs and expenses of up to \$500,000.00 (which includes Class Representative service awards of not more than \$2,500.00 each). The motion for attorneys' fees and costs will be posted on the website after they are filed. You may but are not required to appear at the hearing, and you may hire an attorney to appear for you, at your own expense.

For more information or a Claim Form call 1-833-305-3915 or visit www.ToyotaSiennaDoorSettlement.com.

SOURCE King & Spalding LLP

Related Links

<http://www.ToyotaSiennaDoorSettlement.com>

Si usted posee o arrienda o previamente poseyó, compró o arrendó determinados vehículos Toyota Sienna, podría obtener beneficios de un Acuerdo de Demanda Colectiva USA - español ▾

NEWS PROVIDED BY
King & Spalding LLP →
Mar 01, 2019, 09:17 ET

NUEVA YORK, 1 de marzo de 2019 /PRNewswire-HISPANIC PR WIRE/ -- La siguiente declaración es emitida por King & Spalding LLP con respecto al Acuerdo de Demanda Colectiva por la Puerta Corrediza del Toyota Sienna.

Existe un Acuerdo propuesto en una demanda colectiva contra Toyota en relación con determinados vehículos Sienna. Aquellos incluidos en el Acuerdo tienen derechos y opciones legales que se deben ejercer antes de que transcurran determinadas fechas límites.

¿De qué trata la demanda?

La demanda alega que las puertas corredizas en determinados vehículos Sienna tienen defectos. Toyota niega que haya un violado alguna ley o que haya cometido cualquier acto indebido. El Tribunal no falló a favor de ninguna de las partes. En su lugar, las partes decidieron llegar a un acuerdo.

¿Estoy incluido en el Acuerdo propuesto?

Sujeto a ciertas exclusiones limitadas, usted está incluido si a la fecha del 1 de marzo de 2019,

Usted posee o poseyó, compró, y/o arrienda o arrendó un Sienna modelo de los años 2011-2018 ("Vehículo en Cuestión");
y

Su Vehículo en Cuestión se distribuyó para venta o arrendamiento en Estados Unidos, el Distrito de Columbia, Puerto Rico y todos los otros territorios de Estados Unidos y/o posesiones de Estados Unidos.

Este Acuerdo no contempla reclamos de muerte por negligencia, lesiones personales o daños a la propiedad física causados por un accidente.

¿Qué proporciona el Acuerdo?

El Acuerdo ofrece varios beneficios, incluido un Programa de Confianza del Cliente que proporciona cobertura prospectiva para determinadas reparaciones a determinadas piezas de la puerta corrediza, un Vehículo de Préstamo para Miembros de la Clase elegibles y el reembolso de ciertos gastos de bolsillo. Algunos de estos beneficios requieren acción por parte de los Miembros de la Clase antes de ciertas fechas límites.

¿Cuáles son mis opciones?

Si usted no hace nada, permanecerá en la Clase, recibirá ciertos beneficios y no podrá demandar a Toyota. Puede excluirse a usted mismo antes del 3 de mayo de 2019, si no quiere ser parte del Acuerdo. Usted no recibirá ninguno de los beneficios del acuerdo, pero conservará el derecho de demandar a Toyota. Puede presentar un Formulario de Reclamación antes de una fecha que se determinará, la cual no será antes de transcurridos 60 días desde la audiencia de equidad del Tribunal el 4 de junio de 2019, si tiene gastos de bolsillo cubiertos por el Acuerdo y no se excluye a usted mismo. Puede objetar Acuerdo, de forma parcial o total, hasta el 3 de mayo de 2019, si no se excluye a usted mismo. El aviso completo describe cómo puede excluirse usted mismo, presentar un Formulario de Reclamación y/o objetar.

El Tribunal celebrará una audiencia de equidad el 4 de junio de 2019 a las 11 a.m. EDT para: (a) considerar si el acuerdo propuesto es justo, razonable y adecuado; y (b) decidir sobre la solicitud de los abogados de los demandantes por honorarios de hasta \$6,500,000.00 y costos y gastos de hasta \$500,000.00 (lo cual incluye la adjudicación de servicios de los Representantes de la Clase de no más de \$2,500.00 en cada caso). La moción para los honorarios y costos de los abogados se publicará en el sitio web después que se presenten. Usted puede, pero no se requiere que lo haga, comparecer en la audiencia, y usted puede contratar a un abogado para que comparezca en su nombre, a su propio costo.

Para obtener más información o un Formulario de Reclamación llame al 1-833-305-3915 o visite www.ToyotaSiennaDoorSettlement.com.

FUENTE King & Spalding LLP

Related Links

<http://www.ToyotaSiennaDoorSettlement.com>

SOURCE King & Spalding LLP

Exhibit H



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

English PR Newswire ID: 2386973-1 Clear Time Mar 01, 2019 9:17 AM ET

View Release ▼

Report shows data for: All 2 releases

Pickup

Where did my releases get picked up?

323	159,094,044
total pickup	total potential audience

Traffic

What traffic did my releases generate?

1,073	3,835
release views	web crawler hits

Audience

Who are the audiences viewing my releases?

366	68	1,579	1,081
media views	organization views	targeted influencers	Associated Press outlets

Engagement

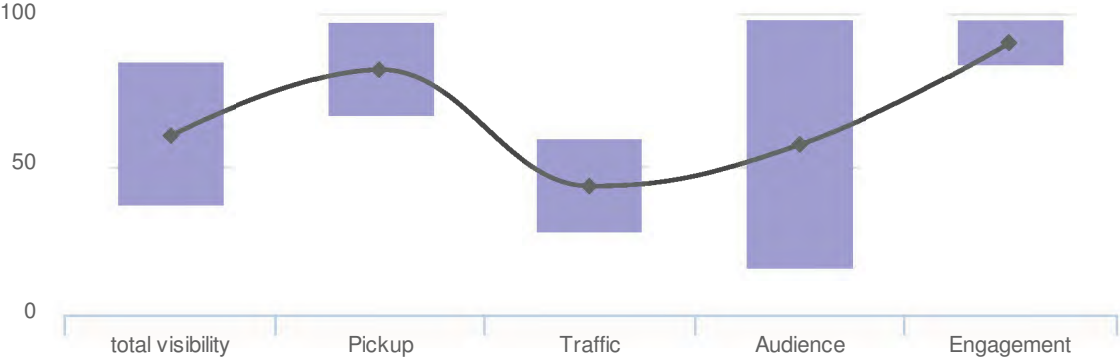
How are people engaging with my releases?

238
total engagement actions

2	236
shares	click-throughs

Industry Benchmarks

On a scale of 1 - 100, each bar shows the highest and lowest benchmark scores for your releases.





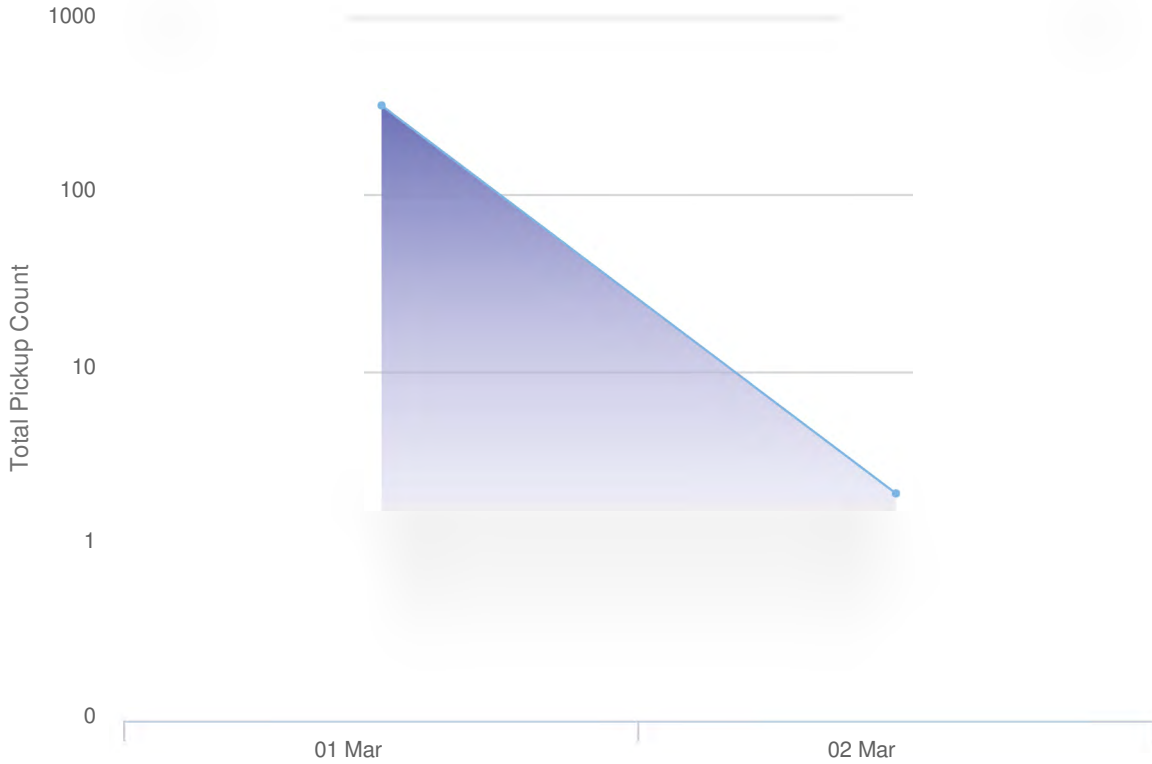
Pickup

Overview

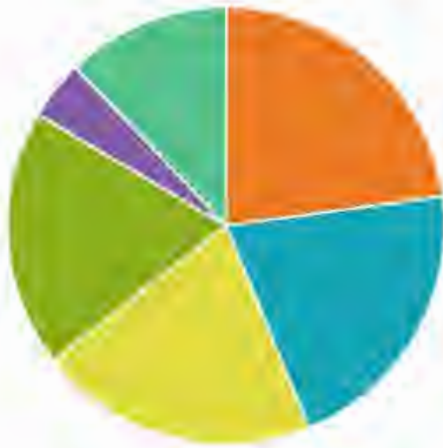
TOTAL PICKUP	323	TOTAL POTENTIAL AUDIENCE	159.1M
Exact Match	323 postings	Exact Match	159.1M visitors

Total Pickup Over Time

Total pickup since your content was distributed

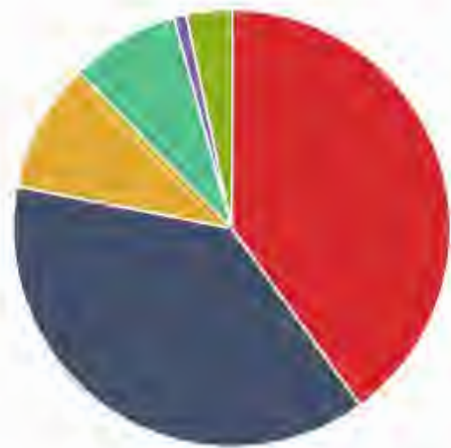


Total Pickup by Source Type



- Broadcast Media (73/22.8%)
- Online News Sites & Other Influencers (67/20.9%)
- News & Information Service (66/20.6%)
- Newspaper (61/19.1%)
- Blog (14/4.4%)
- Other (39/12.2%)











Total Pickup by Industry































































- Media & Information (129/39.9%)
- Multicultural & Demographic (123/38.1%)
- Transportation (31/9.6%)
- Financial (26/8.0%)
- Business Services (3/0.9%)
- Other (11/3.4%)

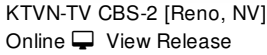




















Exact Match Pickup

Exact matches are full text postings of your content which we have found in the online and social media that we monitor. Understand how it is calculated. Your release has generated **323** exact matches with a total potential audience of **159,094,044**.















Logo	Outlet Name	# of Releases	Location	Source Type	Industry	Potential Audience
	Seeking Alpha Online  View Release	1	United States	Financial News Service	Financial	23,955,702 visitors/day
	WorkSmart Asia Online  View Release	1	Singapore	Blog	Media & Information	18,149,921 visitors/day
	Motoring-Malaysia Online  View Release	1	Malaysia	Blog	Transportation	18,149,921 visitors/day
	MarketWatch Online  View Release	1	United States	Financial News Service	Financial	16,341,607 visitors/day
	AZCentral.com [Phoenix, AZ] Online  View Release	1	United States	Newspaper	Media & Information	10,813,341 visitors/day

	Morningstar Online  View Release	1	Canada	Financial Data, Research & Analytics	Financial	9,442,294 visitors/day
	TheStreet.com Online  View Release	1	United States	Trade Publications	Financial	9,377,816 visitors/day
	PR Newswire Online  View Release	1	United States	PR Newswire	Media & Information	9,372,666 visitors/day
	PR Newswire Online  View Release	1	United States	PR Newswire	Media & Information	9,372,666 visitors/day
	Pojok Satu Online Online  View Release	1	Indonesia	Newspaper	Media & Information	6,390,279 visitors/day
	IANS India Online  View Release	1	India	News & Information Service	Media & Information	6,033,408 visitors/day
	ADVFN Online  View Release	1	United States	Financial News Service	Financial	3,032,590 visitors/day
	WFMZ-TV IND-69 [Allentown, PA] Online  View Release	1	United States	Broadcast Media	Media & Information	2,098,364 visitors/day
	WFMZ-TV IND-69 [Allentown, PA] Online  View Release	1	United States	Broadcast Media	Media & Information	2,098,364 visitors/day
	KOTV-TV CBS-6 [Tulsa, OK] Online  View Release	1	United States	Broadcast Media	Media & Information	2,056,942 visitors/day
	Spoke Online  View Release	1	United States	News & Information Service	Business Services	1,894,937 visitors/day
	Yahoo! Finance Online  View Release	1	Global	Online News Sites & Other Influencers	Media & Information	1,834,222 visitors/day
	Daily Herald [Chicago, IL] Online  View Release	1	United States	Newspaper	Media & Information	1,555,913 visitors/day
	Buffalo News [Buffalo, NY] Online  View Release	1	United States	Newspaper	Media & Information	1,537,817 visitors/day
	Benzinga Online  View Release	1	United States	Online News Sites & Other Influencers	Financial	1,537,078 visitors/day

	KFMB-TV CBS-8 [San Diego, CA] Online  View Release	1	United States	Broadcast Media	Media & Information	1,513,299 visitors/day
	ADVFN Germany Online  View Release	1	Germany	Financial News Service	Financial	1,136,694 visitors/day
	WBBH-TV NBC-2 [Fort Myers, FL] Online  View Release	1	United States	Broadcast Media	Media & Information	870,274 visitors/day
	KWTV-TV CBS-9 [Oklahoma City, OK] Online  View Release	1	United States	Broadcast Media	Media & Information	854,368 visitors/day
	Play 96.5 FM Online  View Release	1	Puerto Rico	Broadcast Media	Multicultural & Demographic	465,498 visitors/day
	La Mega 106.9 FM Online  View Release	1	Puerto Rico	Broadcast Media	Multicultural & Demographic	465,498 visitors/day
	La Ley 107.9 FM Online  View Release	1	United States	Broadcast Media	Multicultural & Demographic	465,498 visitors/day
	WBOC-TV CBS-16 [Salisbury, MD] Online  View Release	1	United States	Broadcast Media	Media & Information	433,550 visitors/day
	One News Page Global Edition Online  View Release	1	Global	Online News Sites & Other Influencers	Media & Information	433,131 visitors/day
	WRCB-TV NBC-3 [Chattanooga, TN] Online  View Release	1	United States	Broadcast Media	Media & Information	430,946 visitors/day
	WVIR-TV NBC-29 [Charlottesville, VA] Online  View Release	1	United States	Broadcast Media	Media & Information	316,720 visitors/day
	KITV-TV ABC [Honolulu, HI] Online  View Release	1	United States	Broadcast Media	Media & Information	315,842 visitors/day
	NewsBlaze Online  View Release	1	United States	Online News Sites & Other Influencers	Media & Information	189,533 visitors/day
	WZVN-TV ABC-7 [Fort Myers, FL] Online  View Release	1	United States	Broadcast Media	Media & Information	183,723 visitors/day
	myMotherLode.com [Sonora, CA] Online  View Release	1	United States	Newspaper	Media & Information	181,414 visitors/day

	KTVN-TV CBS-2 [Reno, NV] Online  View Release	1	United States	Broadcast Media	Media & Information	157,502 visitors/day
	WFMJ-TV NBC-21 [Youngstown, OH] Online  View Release	1	United States	Broadcast Media	Media & Information	157,337 visitors/day
	WRAL-TV CBS-5 [Raleigh, NC] Online  View Release	1	United States	Broadcast Media	Media & Information	156,085 visitors/day
	Townhall Finance Online  View Release	1	United States	Financial News Service	Media & Information	156,085 visitors/day
	Tamar Securities Online  View Release	1	United States	Online News Sites & Other Influencers	Financial	156,085 visitors/day
	Star Tribune [Minneapolis, MN] Online  View Release	1	United States	Newspaper	Media & Information	156,085 visitors/day
	San Diego Union-Tribune [San Diego, CA] Online  View Release	1	United States	Newspaper	Media & Information	156,085 visitors/day
	FinancialContent - PR Newswire Online  View Release	1	United States	Financial News Service	Media & Information	156,085 visitors/day
	IBTimes Online  View Release	1	United States	Newspaper	Media & Information	156,085 visitors/day
	Rockford Register Star [Rockford, IL] Online  View Release	1	United States	Newspaper	Media & Information	156,085 visitors/day
	Great American Financial Resources Online  View Release	1	United States	News & Information Service	Financial	156,085 visitors/day
	Franklin Credit Management Online  View Release	1	United States	Online News Sites & Other Influencers	Financial	156,085 visitors/day
	Value Investing News Online  View Release	1	United States	Financial News Service	Financial	156,085 visitors/day
	Dow Theory Letters Online  View Release	1	United States	Banking & Financial Institutions	Financial	156,085 visitors/day

Daily Penny Alerts Online  View Release	1	United States	Online News Sites & Other Influencers	Financial	156,085 visitors/day
KVOR 740-AM [Colorado Springs, CO] Online  View Release	1	United States	Broadcast Media	Media & Information	156,085 visitors/day
KARN 102.9-FM [Little Rock, AR] Online  View Release	1	United States	Broadcast Media	Media & Information	156,085 visitors/day
Benefit Plans Administrative Services Online  View Release	1	United States	Online News Sites & Other Influencers	Financial	156,085 visitors/day
Boston Herald [Boston, MA] Online  View Release	1	United States	Newspaper	Media & Information	156,085 visitors/day
Ascensus Online  View Release	1	United States	Online News Sites & Other Influencers	Financial	156,085 visitors/day
1st Discount Brokerage Online  View Release	1	United States	Financial News Service	Financial	156,085 visitors/day
WSIL-TV ABC-3 [Carterville, IL] Online  View Release	1	United States	Broadcast Media	Media & Information	151,713 visitors/day
WLNE-TV ABC-6 [Providence, RI] Online  View Release	1	United States	Broadcast Media	Media & Information	151,699 visitors/day
KLKN-TV ABC-8 [Lincoln, NE] Online  View Release	1	United States	Broadcast Media	Media & Information	150,562 visitors/day
KEYC-TV CBS-12 / FOX-12 [Mankato, MN] Online  View Release	1	United States	Broadcast Media	Media & Information	150,149 visitors/day
WICU-TV NBC-12 / WSEE-TV CBS-35 [Erie, PA] Online  View Release	1	United States	Broadcast Media	Media & Information	146,051 visitors/day
Portada-Online.com Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	138,068 visitors/day
The Chronicle Journal [Thunder Bay, ON] Online  View Release	1	Canada	Newspaper	Media & Information	132,751 visitors/day
Siempre Mujer Online  View Release	1	United States	Magazine	Multicultural & Demographic	129,154 visitors/day

Quamnet Online  View Release	1	Hong Kong	News & Information Service	Health	126,600 visitors/day
Motor Trader Online  View Release	1	Malaysia	Trade Publications	Transportation	122,211 visitors/day
MyStarJob Online  View Release	1	Malaysia	Online News Sites & Other Influencers	Business Services	122,120 visitors/day
ValueBuddies Online  View Release	1	Singapore	Blog	Financial	118,359 visitors/day
Prativad Online  View Release	1	India	Online News Sites & Other Influencers	Media & Information	115,745 visitors/day
Ticker Technologies Online  View Release	1	United States	Financial News Service	Financial	95,258 visitors/day
RFD-TV [Nashville, TN] Online  View Release	1	United States	Broadcast Media	Media & Information	75,301 visitors/day
AmericaTeVe Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	65,374 visitors/day
KXXV-TV ABC-25 [Waco, TX] Online  View Release	1	United States	Broadcast Media	Media & Information	59,955 visitors/day
WENY-TV [Horseheads, NY] Online  View Release	1	United States	Broadcast Media	Media & Information	58,862 visitors/day
KUAM-TV NBC-8 / CBS-11 [Hagatna, Guam] Online  View Release	1	United States	Broadcast Media	Media & Information	56,423 visitors/day
My Silly Little Gang Online  View Release	1	United States	Blog-Parental Influencers	Retail & Consumer	52,674 visitors/day
Business Diary Philippines Online  View Release	1	Philippines	Online News Sites & Other Influencers	Media & Information	50,648 visitors/day
The Costa Rica News - TCRN Online  View Release	1	Costa Rica	Online News Sites & Other Influencers	Media & Information	49,033 visitors/day

	PR Newswire Asia Online  View Release	1	China	PR Newswire	Media & Information	48,379 visitors/day
	The News Online  View Release	1	Mexico	Online News Sites & Other Influencers	Media & Information	46,414 visitors/day
	WICZ-TV FOX-40 [Binghamton, NY] Online  View Release	1	United States	Broadcast Media	Media & Information	45,701 visitors/day
	Hola Amigos Online  View Release	1	United States	Newspaper	Multicultural & Demographic	43,525 visitors/day
	MOTORSPORTCHANNEL.COM Online  View Release	1	Malaysia	Online News Sites & Other Influencers	Transportation	41,538 visitors/day
	AUSTRALIA ASSOCIATED PRESS Online  View Release	1	Australia	News & Information Service	Media & Information	41,202 visitors/day
	ALLCARSCHANNEL.COM Online  View Release	1	Malaysia	Online News Sites & Other Influencers	Transportation	41,094 visitors/day
	KASA-TV Telemundo-2 [Albuquerque, NM] Online  View Release	1	United States	Broadcast Media	Media & Information	39,087 visitors/day
	SER PADRES Online  View Release	1	United States	Magazine	Multicultural & Demographic	38,058 visitors/day
	THE NEWS BITE Online  View Release	1	Philippines	News & Information Service	Media & Information	36,777 visitors/day
	DAILY TIMES LEADER [West Point, MS] Online  View Release	1	United States	Newspaper	Media & Information	36,386 visitors/day
	AUTOMOTIVE TECHNOLOGY Online  View Release	1	Global	Trade Publications	Transportation	34,679 visitors/day
	CHICANOL Online  View Release	1	United States	Blog	Multicultural & Demographic	34,322 visitors/day
	THE PILOT NEWS [Plymouth, IN] Online  View Release	1	United States	Newspaper	Media & Information	34,197 visitors/day
	BUSINESS NEWS THIS WEEK Online  View Release	1	India	Online News Sites & Other Influencers	Media & Information	32,553 visitors/day

Starkville Daily News [Starkville, MS] Online  View Release	1	United States	Newspaper	Media & Information	32,336 visitors/day
KFMB 760-AM [San Diego, CA] Online  View Release	1	United States	Broadcast Media	Media & Information	27,267 visitors/day
Car Sizzler Online  View Release	1	Global	Trade Publications	Transportation	27,134 visitors/day
Suncoast News Network [Sarasota, FL] Online  View Release	1	United States	Broadcast Media	Media & Information	26,660 visitors/day
Vamos Cultura Online  View Release	1	United States	Magazine	Multicultural & Demographic	26,514 visitors/day
Odisha Samachar Online  View Release	1	India	Online News Sites & Other Influencers	Media & Information	26,281 visitors/day
Asia Briefing Online  View Release	1	Singapore	Online News Sites & Other Influencers	Financial	25,103 visitors/day
Automotive Service Association Online  View Release	1	United States	Industry Association Sites	Transportation	19,164 visitors/day
KFMB-TV CW [San Diego, CA] Online  View Release	1	United States	Broadcast Media	Media & Information	18,008 visitors/day
KFMB 100.7 FM [San Diego, CA] Online  View Release	1	United States	Broadcast Media	Media & Information	17,396 visitors/day
The Saline Courier [Benton, AR] Online  View Release	1	United States	Newspaper	Media & Information	15,041 visitors/day
Decatur Daily Democrat [Decatur, IN] Online  View Release	1	United States	Newspaper	Media & Information	13,983 visitors/day
The Observer News Enterprise [Newton, NC] Online  View Release	1	United States	Newspaper	Media & Information	13,763 visitors/day
Access News Online  View Release	1	United States	Online News Sites & Other Influencers	Media & Information	13,491 visitors/day
The Punxsutawney Spirit [Punxsutawney, PA] Online  View Release	1	United States	Newspaper	Media & Information	13,490 visitors/day

IBTN9 US Online  View Release	1	Global	Online News Sites & Other Influencers	Media & Information	13,321 visitors/day
Mammoth Times [Mammoth Lakes, CA] Online  View Release	1	United States	Newspaper	Media & Information	13,060 visitors/day
Mega TV Online  View Release	1	United States	Broadcast Media	Multicultural & Demographic	12,801 visitors/day
Inyo Register [Bishop, CA] Online  View Release	1	United States	Newspaper	Media & Information	12,530 visitors/day
KFAQ-AM 1170 [Tulsa, OK] Online  View Release	1	United States	Broadcast Media	Media & Information	12,484 visitors/day
Malvern Daily Record [Malvern, AR] Online  View Release	1	United States	Newspaper	Media & Information	12,331 visitors/day
Borger News Herald [Borger, TX] Online  View Release	1	United States	Newspaper	Media & Information	12,090 visitors/day
Ridgway Record [Ridgway, PA] Online  View Release	1	United States	Newspaper	Media & Information	11,964 visitors/day
China Go Abroad Online  View Release	1	China	Online News Sites & Other Influencers	Media & Information	11,840 visitors/day
Oi Vietnam Online  View Release	1	Vietnam	Online News Sites & Other Influencers	Travel & Leisure	11,011 visitors/day
Our Daily News Online Online  View Release	1	Philippines	Online News Sites & Other Influencers	Media & Information	10,715 visitors/day
ProfitQuotes Online  View Release	1	United States	Financial News Service	Financial	10,356 visitors/day
Missouri Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	10,351 visitors/day
Delaware Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	10,351 visitors/day
Alaska Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	10,159 visitors/day

100.7-FM The Score [Lubbock, TX] Online  View Release	1	United States	Broadcast Media	Media & Information	10,156 visitors/day
MedicinMan Online  View Release	1	India	Trade Publications	Health	10,134 visitors/day
Valor Agregado - Gestão e Tecnologia - Mundo Corporativo Online  View Release	1	Brazil	Blog	Tech	10,036 visitors/day
Prensa Mexicana Online  View Release	1	United States	Newspaper	Multicultural & Demographic	9,816 visitors/day
KTTU-FM 97.3 Double T [Lubbock, TX] Online  View Release	1	United States	Broadcast Media	Media & Information	9,802 visitors/day
Centro Tampa Online  View Release	1	United States	Newspaper	Multicultural & Demographic	9,796 visitors/day
Ismael Cala Online  View Release	1	United States	Blog	Multicultural & Demographic	9,693 visitors/day
Our Good Life Online  View Release	1	United States	Blog-Parental Influencers	Retail & Consumer	9,510 visitors/day
D'Latinos Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	9,439 visitors/day
Univision Minnesota Online  View Release	1	United States	Broadcast Media	Multicultural & Demographic	9,439 visitors/day
Univision Kansas City Online  View Release	1	United States	Broadcast Media	Multicultural & Demographic	9,439 visitors/day
Western Automotive Journalists Online  View Release	1	United States	News & Information Service	Transportation	9,332 visitors/day
The Evening Leader [St. Marys, OH] Online  View Release	1	United States	Newspaper	Media & Information	9,060 visitors/day
El Colombiano Online  View Release	1	United States	Newspaper	Multicultural & Demographic	8,860 visitors/day
Luis Jimenez Online  View Release	1	United States	Broadcast Media	Multicultural & Demographic	8,831 visitors/day

Hola Arkansas! Online  View Release	1	United States	Newspaper	Multicultural & Demographic	8,786 visitors/day
Hola Arkansas! Online  View Release	1	United States	Newspaper	Multicultural & Demographic	8,786 visitors/day
Georgia Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	8,563 visitors/day
ConnectWeb Online  View Release	1	Australia	News & Information Service	Media & Information	8,460 visitors/day
Poteau Daily News [Poteau, OK] Online  View Release	1	United States	Newspaper	Media & Information	8,430 visitors/day
Ahora News (New Jersey) Online  View Release	1	United States	Newspaper	Multicultural & Demographic	8,281 visitors/day
Latino Newspaper (SC) Online  View Release	1	United States	Newspaper	Multicultural & Demographic	8,196 visitors/day
Cuba Journal Online  View Release	1	Cuba	Online News Sites & Other Influencers	Multicultural & Demographic	8,152 visitors/day
Ask.com Online  View Release	1	United States	Online News Sites & Other Influencers	Media & Information	8,120 visitors/day
Colorado Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	7,960 visitors/day
Netral News English Online  View Release	1	Indonesia	Online News Sites & Other Influencers	Media & Information	7,946 visitors/day
Arkansas Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	7,902 visitors/day
KQCW-TV CW-12/19 [Tulsa, OK] Online  View Release	1	United States	Broadcast Media	Media & Information	7,815 visitors/day
South Carolina Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	7,740 visitors/day
California Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	7,688 visitors/day

Arizona Hispano News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	7,607 visitors/day
Alabama Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	7,570 visitors/day
El Hispano Denver Online  View Release	1	United States	Newspaper	Multicultural & Demographic	7,543 visitors/day
Connecticut Hispano News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	7,530 visitors/day
EstilosBlog Online  View Release	1	United States	Blog	Multicultural & Demographic	7,521 visitors/day
Deportes y Algo Mas Online  View Release	1	United States	Trade Publications	Multicultural & Demographic	7,413 visitors/day
El Chicago Hispano [Chicago, IL] Online  View Release	1	United States	Newspaper	Multicultural & Demographic	7,367 visitors/day
Big Spring Herald [Big Spring, TX] Online  View Release	1	United States	Newspaper	Media & Information	7,331 visitors/day
Diaspora Dominicana Online  View Release	1	Dominican Republic	News & Information Service	Media & Information	7,144 visitors/day
El Reportero Las Vegas Online  View Release	1	United States	Newspaper	Multicultural & Demographic	7,046 visitors/day
El Lider USA Online  View Release	1	United States	Newspaper	Multicultural & Demographic	7,031 visitors/day
Telemundo Lubbock [Lubbock, TX] Online  View Release	1	United States	Broadcast Media	Media & Information	6,981 visitors/day
Automotive Industries magazine Online  View Release	1	Global	Trade Publications	Transportation	6,981 visitors/day
La Familia de Broward Online  View Release	1	United States	Magazine	Multicultural & Demographic	6,934 visitors/day
Univision Canada Online  View Release	1	Canada	Broadcast Media	Multicultural & Demographic	6,867 visitors/day

Dominican Journal USA Online  View Release	1	United States	Newspaper	Multicultural & Demographic	6,807 visitors/day
ASEAN Briefing Online  View Release	1	Singapore	Online News Sites & Other Influencers	Financial	6,807 visitors/day
Identidad Latina (CT) Online  View Release	1	United States	Newspaper	Multicultural & Demographic	6,658 visitors/day
KXTQ-FM 106.5 Magic [Lubbock, TX] Online  View Release	1	United States	Broadcast Media	Media & Information	6,565 visitors/day
Latin Business Today Online  View Release	1	United States	Online News Sites & Other Influencers	Multicultural & Demographic	6,493 visitors/day
SuperLatina TV Online  View Release	1	United States	Blog	Multicultural & Demographic	6,408 visitors/day
KJTV-TV FOX-34 [Lubbock, TX] Online  View Release	1	United States	Broadcast Media	Media & Information	6,310 visitors/day
areaNewYork Online  View Release	1	United States	Online News Sites & Other Influencers	Multicultural & Demographic	6,273 visitors/day
La Prensa Hispana Online  View Release	1	United States	Newspaper	Multicultural & Demographic	6,239 visitors/day
Illinois Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	6,188 visitors/day
WBOC-TV FOX-21 [Salisbury, MD] Online  View Release	1	United States	Broadcast Media	Media & Information	6,182 visitors/day
Diario Horizonte - CT Online  View Release	1	United States	Newspaper	Multicultural & Demographic	6,102 visitors/day
Hoy en Delaware Online  View Release	1	United States	Newspaper	Multicultural & Demographic	6,045 visitors/day
KLCW-TV Lubbock CW [Lubbock, TX] Online  View Release	1	United States	Broadcast Media	Media & Information	5,892 visitors/day

Michigan Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	5,372 visitors/day
Sweetwater Reporter [Sweetwater, TX] Online  View Release	1	United States	Newspaper	Media & Information	5,097 visitors/day
ACROFAN Online  View Release	1	Republic of Korea	Online News Sites & Other Influencers	Media & Information	5,000 visitors/day
La Red Hispana Online  View Release	1	United States	Online News Sites & Other Influencers	Multicultural & Demographic	4,804 visitors/day
Hispanic Communications Network Online  View Release	1	United States	Online News Sites & Other Influencers	Multicultural & Demographic	4,702 visitors/day
Automotive Service Councils of California Online  View Release	1	United States	Industry Association Sites	Transportation	4,658 visitors/day
Gadgets and Tech PH Online  View Release	1	Philippines	Blog	Tech	4,410 visitors/day
Warren and Hunterdon Counties CityRoom [Warren County, NJ] Online  View Release	1	United States	Online News Sites & Other Influencers	Media & Information	3,768 visitors/day
El Paso CityRoom [El Paso, TX] Online  View Release	1	United States	Online News Sites & Other Influencers	Media & Information	3,768 visitors/day
La Voz Hispanic News Online  View Release	1	United States	Newspaper	Multicultural & Demographic	3,669 visitors/day
Valley City Times-Record [Valley City, ND] Online  View Release	1	United States	Newspaper	Media & Information	3,320 visitors/day
Oorale USA Online  View Release	1	United States	Newspaper	Multicultural & Demographic	3,212 visitors/day
The Morning News [Blackfoot, ID] Online  View Release	1	United States	Newspaper	Media & Information	2,703 visitors/day
WBCB-TV CW-21 (Youngstown, OH) Online  View Release	1	United States	Broadcast Media	Media & Information	2,652 visitors/day
KLZK-FM 107.7 YES FM [Lubbock, TX] Online  View Release	1	United States	Broadcast Media	Media & Information	2,476 visitors/day

Mediaverse Online  View Release	1	Australia	News & Information Service	Media & Information	2,367 visitors/day
The Antlers American [Antlers, OK] Online  View Release	1	United States	Newspaper	Media & Information	2,353 visitors/day
Fat Pitch Financials Online  View Release	1	United States	Online News Sites & Other Influencers	Financial	2,251 visitors/day
The Kane Republican [Kane, PA] Online  View Release	1	United States	Newspaper	Media & Information	2,177 visitors/day
KMYL-TV MyLubbock-TV [Lubbock, TX] Online  View Release	1	United States	Broadcast Media	Media & Information	1,781 visitors/day
Oldies 97.7 FM [Lubbock, TX] Online  View Release	1	United States	Broadcast Media	Media & Information	1,716 visitors/day
KLBB-FM 93.7 The Eagle [Lubbock, TX] Online  View Release	1	United States	Broadcast Media	Media & Information	1,680 visitors/day
Minster Community Post [Minster, OH] Online  View Release	1	United States	Newspaper	Media & Information	1,592 visitors/day
The Weekend Drive Online  View Release	1	United States	Trade Publications	Transportation	1,304 visitors/day
Ask Auto Experts Online  View Release	1	United States	Blog	Transportation	1,298 visitors/day
BenAutobahn Online  View Release	1	Malaysia	Online News Sites & Other Influencers	Transportation	1,241 visitors/day
TVOKM - The Valley Of Kota Marudu Online  View Release	1	Malaysia	Online News Sites & Other Influencers	Media & Information	1,194 visitors/day
La Doctora Isabel Online  View Release	1	United States	Broadcast Media	Multicultural & Demographic	1,131 visitors/day
Toronto TV Online  View Release	1	Canada	Broadcast Media	Media & Information	1,127 visitors/day
Escape! Online  View Release	1	Singapore	Online News Sites & Other Influencers	Travel & Leisure	1,113 visitors/day









Wapakoneta Daily News [Wapakoneta, OH] Online  View Release	1	United States	Newspaper	Media & Information	1,097 visitors/day
Elite Streets Magazine Online  View Release	1	United States	Trade Publications	Transportation	975 visitors/day
Manhattanweek Online  View Release	1	United States	Online News Sites & Other Influencers	Media & Information	931 visitors/day
The Deer Park Tribune [Deer Park, WA] Online  View Release	1	United States	Newspaper	Media & Information	895 visitors/day
Phoenix Automotive Press Association Online  View Release	1	United States	News & Information Service	Transportation	793 visitors/day
La Nación Hispana Online  View Release	1	United States	Newspaper	Multicultural & Demographic	792 visitors/day
Revista MUJERES Internacional Online  View Release	1	United States	Magazine	Multicultural & Demographic	777 visitors/day
VC News Network Online  View Release	1	Malaysia	Online News Sites & Other Influencers	Financial	773 visitors/day
Pana Journal Online  View Release	1	Indonesia	News & Information Service	Media & Information	711 visitors/day
Toronto TV Online  View Release	1	Canada	Broadcast Media	Media & Information	683 visitors/day
0-100kmh.com Online  View Release	1	Turkey	Online News Sites & Other Influencers	Transportation	661 visitors/day
Rhode Island Hispano News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	636 visitors/day
The Post and Mail [Columbia City, IN] Online  View Release	1	United States	Newspaper	Media & Information	626 visitors/day
AUTO INTERNATIONAL Online  View Release	1	Malaysia	Trade Publications	Transportation	611 visitors/day
Massachusetts Hispano News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	592 visitors/day

Wisconsin Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	521 visitors/day
Jakarta Investor Online  View Release	1	Indonesia	Blog	Financial	493 visitors/day
drivingMotion Online  View Release	1	Malaysia	Online News Sites & Other Influencers	Transportation	490 visitors/day
Wyoming Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	488 visitors/day
Washington Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	488 visitors/day
Utah Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	488 visitors/day
Tennessee Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	488 visitors/day
North Carolina Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	488 visitors/day
New Mexico Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	488 visitors/day
Kentucky Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	488 visitors/day
Idaho Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	488 visitors/day
Mississippi Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	431 visitors/day
Hawaii Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	426 visitors/day
Automotive Rhythms Online  View Release	1	United States	Online News Sites & Other Influencers	Transportation	423 visitors/day
The Automobile Times Online  View Release	1	India	Trade Publications	Transportation	420 visitors/day

New York Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	415 visitors/day
Oklahoma Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	412 visitors/day
La Mega 97.9 FM Online  View Release	1	United States	Broadcast Media	Multicultural & Demographic	405 visitors/day
North Dakota Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	402 visitors/day
Florida Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	402 visitors/day
Louisiana Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	392 visitors/day
La Raza 97.9 FM Online  View Release	1	United States	Broadcast Media	Multicultural & Demographic	386 visitors/day
Virginia Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	385 visitors/day
Pennsylvania Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	385 visitors/day
The Daily Press [St. Marys, PA] Online  View Release	1	United States	Newspaper	Media & Information	384 visitors/day
Montana Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	383 visitors/day
Kansas Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	383 visitors/day
Ohio Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	379 visitors/day
Maine Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	379 visitors/day
Maryland Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	378 visitors/day

Nebraska Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	376 visitors/day
New Jersey Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	372 visitors/day
Texas Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	369 visitors/day
South Dakota Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	368 visitors/day
Oregon Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	368 visitors/day
Indiana Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	368 visitors/day
Minnesota Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	366 visitors/day
Vermont Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	364 visitors/day
Iowa Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	364 visitors/day
West Virginia Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	360 visitors/day
Nevada Latino News Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	353 visitors/day
Amor 93.1 FM Online  View Release	1	United States	Broadcast Media	Multicultural & Demographic	328 visitors/day
EI Zol 106.7 FM Online  View Release	1	United States	Broadcast Media	Multicultural & Demographic	324 visitors/day
Zeta 92.3 FM Online  View Release	1	United States	Broadcast Media	Multicultural & Demographic	303 visitors/day
La Nueva 94 FM Online  View Release	1	Puerto Rico	Broadcast Media	Multicultural & Demographic	281 visitors/day

Mega 96.3 FM Online  View Release	1	United States	Broadcast Media	Multicultural & Demographic	265 visitors/day
Oklahoman [Oklahoma City, OK] Online  View Release	1	United States	Newspaper	Media & Information	227 visitors/day
La Raza 93.3 FM Online  View Release	1	United States	Broadcast Media	Multicultural & Demographic	219 visitors/day
La Zeta 93.7 FM Online  View Release	1	Puerto Rico	Broadcast Media	Multicultural & Demographic	200 visitors/day
Pittsburgh Post-Gazette [Pittsburgh, PA] Online  View Release	1	United States	Newspaper	Media & Information	193 visitors/day
Ritmo 95.7 FM Online  View Release	1	United States	Broadcast Media	Multicultural & Demographic	112 visitors/day
Mercadotecnia y Medios Online  View Release	1	United States	News & Information Service	Multicultural & Demographic	105 visitors/day
Marketplace Online  View Release	1	United States	Broadcast Media	Media & Information	69 visitors/day
Hispanic PR Wire Online  View Release	1	United States	Online News Sites & Other Influencers	Multicultural & Demographic	43 visitors/day
Hispanic PR Wire Online  View Release	1	United States	Online News Sites & Other Influencers	Multicultural & Demographic	43 visitors/day
Greater Cleveland Automobile Dealers' Association [GCADA] Online  View Release	1	United States	Industry Association Sites	Transportation	
Conexión Hispana Online  View Release	1	United States	Broadcast Media	Multicultural & Demographic	
Caribbean News English Online  View Release	1	Cuba	Online News Sites & Other Influencers	Travel & Leisure	
AutoInformed Online  View Release	1	United States	Blog	Transportation	
MyMotor Online  View Release	1	Malaysia	Online News Sites & Other Influencers	Transportation	

	MotorBugs Online  View Release	1	Malaysia	Online News Sites & Other Influencers	Transportation	
	Invertir USA Online  View Release	1	United States	Online News Sites & Other Influencers	Media & Information	
	Fuente Latina Online  View Release	1	United States	Blog	Multicultural & Demographic	
	The Saigon Times Online  View Release	1	Vietnam	Online News Sites & Other Influencers	Media & Information	
	Automotive Aftermarket Network Online  View Release	1	United States	Online News Sites & Other Influencers	Transportation	
	1stCounsel Online  View Release	1	United States	Online News Sites & Other Influencers	Policy & Public Interest	
	Pana Nusantara Online  View Release	1	Indonesia	News & Information Service	Business Services	
	One News Page Unites States Edition Online  View Release	1	United States	Online News Sites & Other Influencers	Media & Information	
Musica Roots	Musica Roots Online  View Release	1	United States	Online News Sites & Other Influencers	Multicultural & Demographic	
	Kotarayaku Online  View Release	1	Malaysia	Online News Sites & Other Influencers	Media & Information	
	KHTT-FM 106.9 [Tulsa, OK] Online  View Release	1	United States	Broadcast Media	Media & Information	
	Newsday's 'In the Garage' Online  View Release	1	United States	Blog	Transportation	
	Evergrande Securities Online  View Release	1	Hong Kong	Online News Sites & Other Influencers	Financial	



Traffic

Overview

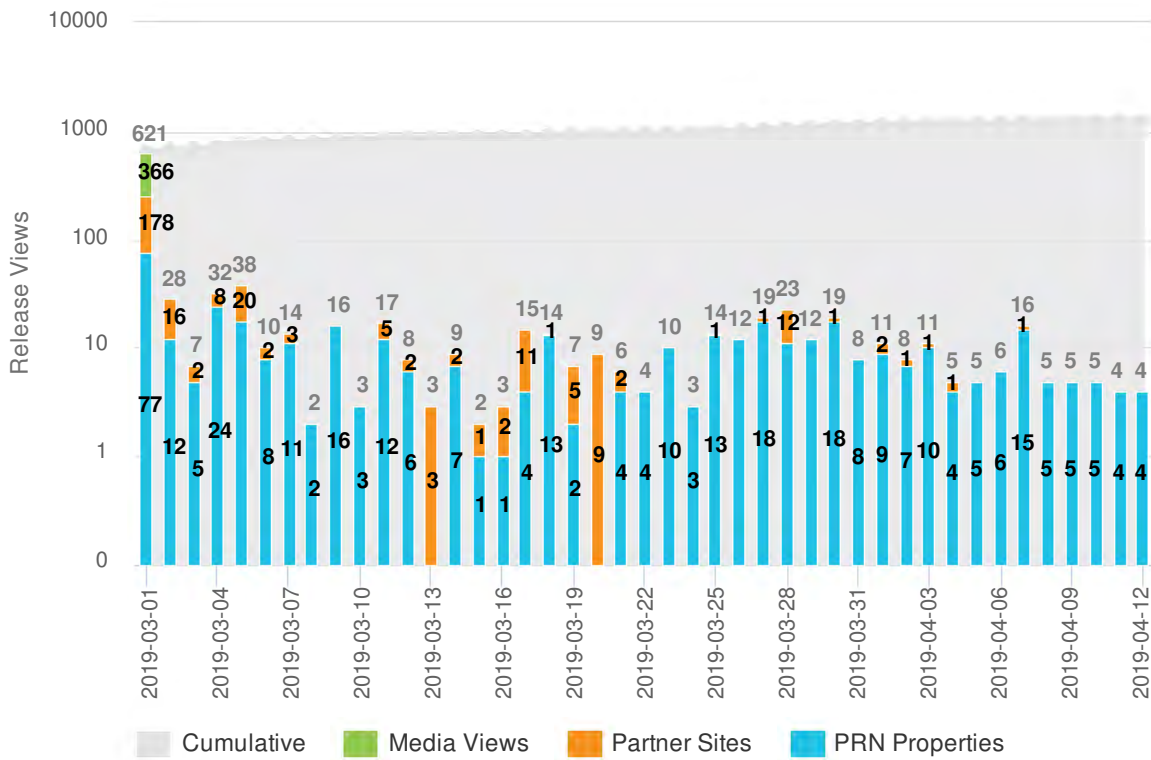
Total Release Views & Web Crawler Hits **4.9K**

RELEASE VIEWS	1.1K	MULTIMEDIA VIEWS & ENGAGEMENT	0	WEB CRAWLER HITS	3.8K
---------------	------	-------------------------------	---	------------------	------

Media Views	366 views
Public Views	707 views
Partner Sites	293 views
PR Newswire Channels	414 views

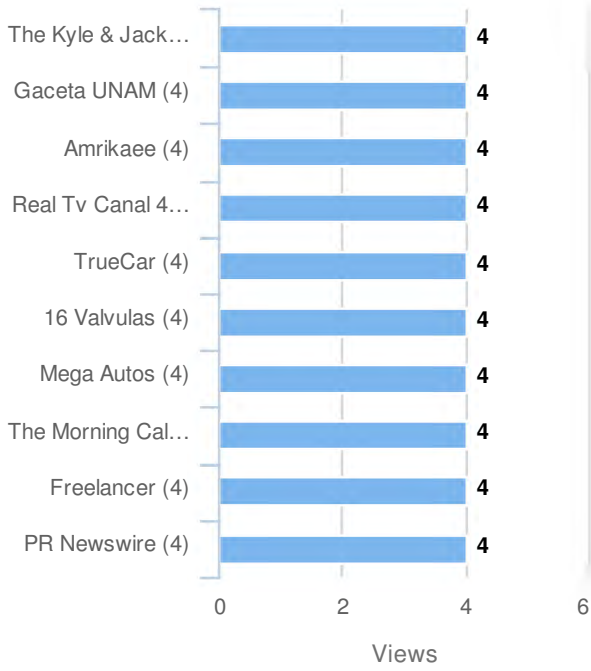
Release Views

Release Views Over Time



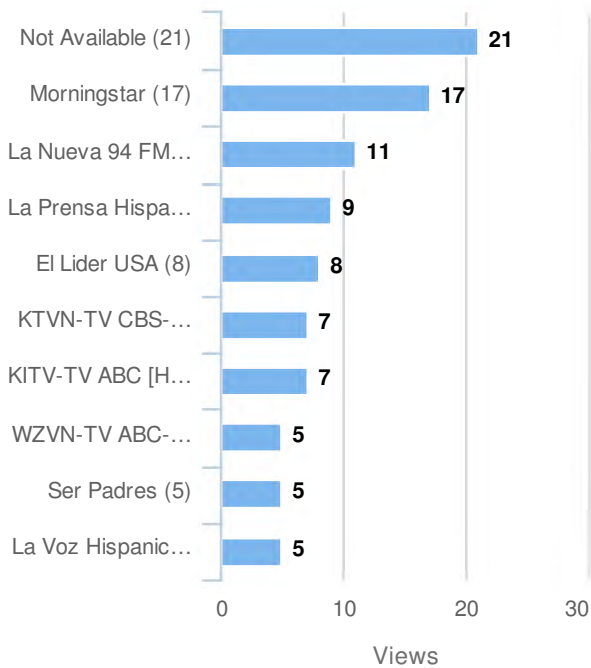
Media Views on PR Newswire for Journalists

Top 10 Outlets



Views on Partner Sites

Top 10 Sites

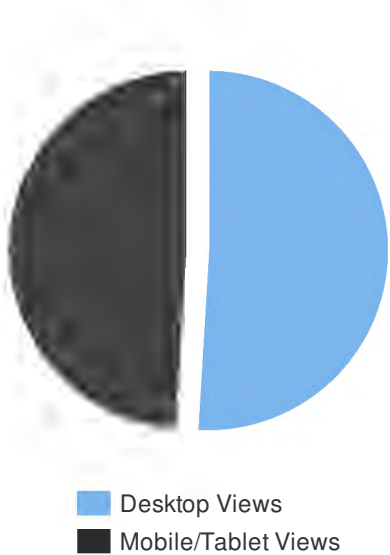


Traffic to PR Newswire Properties

Type of Views

Views

Type	Views
Total Views on PR Newswire Properties	414

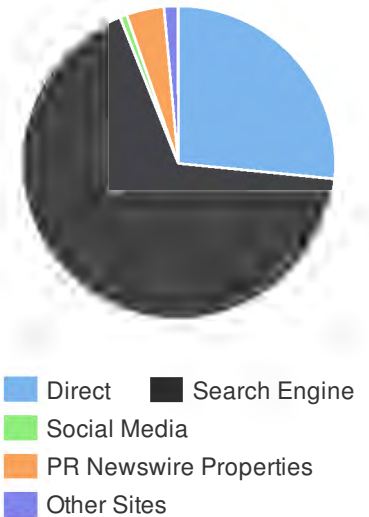


Type	Views
Desktop Views	211
Mobile/Tablet Views	203
Total Views on PR Newswire Properties	414

External Traffic Sources

Understand how viewers found your release.

Source	Source Type	Instances
Direct	Direct	110
Google	Search Engine	248
Bing	Search Engine	15
Yahoo!	Search Engine	10
DuckDuckGo	Search Engine	5
Ask.com	Search Engine	1
Twitter	Social Media	3
prnewswire.com	PR Newswire Properties	16
owler.com	Other Sites	3
news360.com	Other Sites	2
contify.com	Other Sites	1
Total		414





- www.toyotasiennadoorsettle...
- toyota sienna sliding door ...
- gm injury settlements king ...
- toyota sienna
- www.toyotasiennadoorsettle...
- The rest

Search Engine Keywords

The search terms that visitors to your releases use to find them. Note that Google increasingly does not make this data available.

Google keywords not available: 248

Search Engine	Search Term	Instances
Bing	Not Available	4
	toyota sienna sliding door lawsuit	1
	gm injury settlements king spalding	1
	toyota sienna	1
	www.toyotasiennadoorsettlemen.com	1
	www.toyotasiennadoorsettlement.com	5
	www.toyotasiennedoorsettlement.com	2
Ask Jeeves	www.toyotasiennadoorsettlement.com	1
Total		16

Gaceta UNAM	Environment, Features, Healthcare, Media, Public Issues, Sports, Travel	Newspaper, Web/On-Line Service	Mexico	4
Amrikaee	Broadcast, Consumer Products, Energy, Entertainment, Features, General Business, Media, Other, Public Issues	Blogger, Freelance/Writer, Newspaper, Web/On-Line Service	United States	4
Real Tv Canal 41	Broadcast, Entertainment, Environment, Features, Media, Public Issues, Sports	Newspaper, Television	Peru	4
TrueCar	Auto	Web/On-Line Service	United States	4
16 Valvulas	Auto, Healthcare	Web/On-Line Service	Argentina	4
Mega Autos	Auto	Consumer Periodicals, Web/On-Line Service	Argentina	4
The Morning Call	Public Issues	Newspaper	United States	4
Freelancer	Entertainment, Features, Healthcare	Freelance/Writer, Newspaper	United States	4
PR Newswire	Other	Wire Service	United States	4
Houston Chronicle	Features	Newspaper	United States	4
News Aktuell	Other	Wire Service	Switzerland	4
Daily News	Other	Other	South Africa	4
EMS Chemie AG	Auto, Consumer Products, General Business, Technology	Other	Switzerland	4
Deccan Herald	Features, Financial Services, General Business, Technology	Newspaper	India	4
The Page	General Business	Newspaper	India	4
Healtheventz	Broadcast, Environment, Healthcare	Blogger, Consumer Periodicals, Freelance/Writer, Newspaper, Other, Radio, Television, Trade Periodicals, Web/On-Line Service, Wire Service	India	4
la chica deportes	Auto, Broadcast, Entertainment, Features, Media, Sports, Travel	Blogger, Freelance/Writer, Television, Web/On-Line Service	United States	4
First News Live	Features	Freelance/Writer	India	4
Chingari	General Business	Newspaper	India	4
Fleet world	Transportation	Trade Periodicals	United Kingdom	4
Way2Online	Transportation	Freelance/Writer	India	4
Polish N Glitter	Consumer Products, Healthcare	Blogger	India	4
Total num				366

PR Newswire	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Blogger, Consumer Periodicals, Freelance/Writer, Newspaper, Other, Radio, Television, Trade Periodicals, Web/On-Line Service, Wire Service	Canada	4
EL TIEMPO Casa Editorial	Auto, Environment, Features, Sports, Technology, Transportation	Newspaper, Other	Colombia	4
Wheels Magazine	Other	Other	Canada	4
Nicole Revels - Journalist	Public Issues	Freelance/Writer	United States	4
prnewswire	Auto	Other	United States	4
Telecos	Consumer Products, Energy, Environment, Healthcare, Technology	Other	Spain	4
Okinawa Marine	Broadcast, Environment, Features, Financial Services, Media, Public Issues, Technology, Transportation, Travel	Freelance/Writer, Newspaper, Web/On-Line Service, Wire Service	Japan	4
PR	Technology	Other	Malaysia	4
Univision Dallas	Broadcast, General Business, Healthcare, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Television, Web/On-Line Service	United States	4
heart & soul	Entertainment, Healthcare, Travel	Consumer Periodicals, Radio, Web/On-Line Service	United States	4
Economic Review	Auto, Energy, Features, Financial Services, Media, Public Issues, Sports	Freelance/Writer, Newspaper, Trade Periodicals	Pakistan	4
IDG Japan	Technology	Consumer Periodicals, Web/On-Line Service, Wire Service	Japan	4
Troc Radio	Broadcast, Consumer Products, Energy, Entertainment, Environment, General Business, Healthcare, Heavy Industry, Media, Public Issues, Technology, Transportation, Travel	Radio	Canada	4
Delion	Environment, Financial Services, General Business, Other, Technology	Blogger, Newspaper	Canada	4
Popular Science	Other	Consumer Periodicals, Trade Periodicals	United States	4
AUTOLEHT	Auto	Newspaper	Estonia	4
Prevue Meetings & Incentives	Energy, Environment, General Business, Public Issues, Technology, Transportation, Travel	Freelance/Writer, Other	United States	4
New York 1 News	Other	Television	United States	4
Thomson Corp	Technology	Wire Service	India	4

Total num**366**

Arutz 7	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Newspaper, Radio, Web/On-Line Service	Israel	4
Zee News	Auto, Broadcast, Consumer Products, Financial Services	Television	India	4
Turbomachinery International	Energy	Web/On-Line Service	United States	4
Randall-Reilly Publishing Co.	Transportation	Trade Periodicals	United States	4
Bay News 9	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Television	United States	4
BioMetAuth.com	Technology	Freelance/Writer	United States	3
SpeedShooters	Auto, Sports, Transportation	Blogger, Freelance/Writer, Other	United States	3
Community News Publishing	Auto, Transportation	Freelance/Writer, Newspaper, Web/On-Line Service	United States	3
Daily Tech Update	Technology	Blogger, Freelance/Writer, Newspaper	Hong Kong	3
Bil24	Auto	Newspaper	Norwegian	3
My Adventure Bucket	Travel	Blogger, Freelance/Writer	United States	3
luxuryvolt	Auto	Blogger	India	3
Automotive India News	Auto, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Newspaper	India	3
MMP, USA	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Television	United States	3
Handy Shipping Guide	Auto, Heavy Industry, Other, Transportation	Web/On-Line Service	United Kingdom	3
Clearwind Media	Auto, Broadcast, Consumer Products, Energy, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Technology, Transportation, Travel	Television	United States	3
BBG	Auto	Wire Service	United States	3
BNP Media	Auto, Energy, Environment, Technology, Transportation	Trade Periodicals, Web/On-Line Service	United States	3
Total num				366

Golden West Radio - Saskatchewan	Media	Radio	Canada	3
Picante Today	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Freelance/Writer, Newspaper, Web/On-Line Service	Romania	3
FleetNewsDaily	Auto, Energy, Transportation	Trade Periodicals	United States	3
MMP USA	Consumer Products, Environment, General Business, Healthcare, Technology, Travel	Television	United States	3
ABC	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Television	United States	3
She Prevailed Media	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Blogger	United States	3
God4b	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Blogger, Freelance/Writer	United States	3
PTEN, PD, Fleet Maintenance	Auto, Features, Public Issues, Transportation, Travel	Freelance/Writer, Trade Periodicals	United States	3
Owmedia	Environment, Healthcare, Heavy Industry, Technology	Freelance/Writer, Trade Periodicals	United Kingdom	3
Observer	Financial Services, General Business	Freelance/Writer, Newspaper, Other	United States	3
Racebiznews.com	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Blogger	Canada	3
thecarsnob.com	Auto, Energy, Technology, Transportation	Blogger, Freelance/Writer	United States	3
Naturally Stellar	Consumer Products, Entertainment, Features, General Business, Media, Other, Travel	Blogger, Freelance/Writer	United States	3
NewsRx	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Web/On-Line Service	United States	3
Basex, Accura Media Group, Frequent Business Traveler	Auto, Technology, Travel	Trade Periodicals	United States	3
Freelancer	Other	Trade Periodicals	United States	3

Total num

366

http://gay_blog.blogspot.com/	Other, Travel	Web/On-Line Service	United States	3
Dow Jones Newswires	Auto	Wire Service	United States	3
SNL Energy	Energy	Trade Periodicals	United States	3
KLMPPerformance.com	Auto	Web/On-Line Service	United States	3
Kingsport Times-New	Other	Newspaper	United States	3
LotPro.com	Auto	Blogger	United States	3
World of Wheels	Auto	Freelance/Writer	Canada	3
Feather River Bulletin	Other	Newspaper	United States	3
Automotive News	Auto	Newspaper	United States	3
The Washington Bureau	Other	Other	United States	3
Formula 4 Media / Sports Insight Extra	Broadcast, Consumer Products, Entertainment, Healthcare, Media, Sports	Blogger, Consumer Periodicals, Freelance/Writer, Other, Web/On-Line Service, Wire Service	United States	3
WSAZ	Financial Services	Television	United States	3
Walla Walla Union Bulletin	Features, Healthcare, Technology	Newspaper	United States	3
IN*TEAM Redaktionsbuero	Auto, Technology	Freelance/Writer	Germany	3
Svensk Akeritidning	Auto	Freelance/Writer	Swedish	3
Coelum	Other	Consumer Periodicals, Web/On-Line Service	Italy	3
Recombu	Auto, Broadcast, Consumer Products, Entertainment, Features, Media, Technology, Transportation	Freelance/Writer, Radio, Television, Web/On-Line Service	United Kingdom	3
Tekniikan Maailma	Auto, Consumer Products, Energy, Technology, Transportation	Consumer Periodicals, Web/On-Line Service	Finnish	3
Automotive News	Auto, Consumer Products, Heavy Industry	Trade Periodicals	United States	3
China Business News	Financial Services	Newspaper	United States	3
Total num				366

Signal-x (WIR)	Technology	Web/On-Line Service	India	3
NewCom Media	Auto	Trade Periodicals	Canada	3
Lesnumeriques.com	Auto, Technology	Consumer Periodicals, Web/On-Line Service	France	3
Scoop to Go	Auto	Web/On-Line Service	United States	3
www.motouutiset.fi	Auto, Other, Technology	Web/On-Line Service	Finnish	3
Aftersales Magazine	Auto	Trade Periodicals	Netherlands	3
EFE NEWS	Auto, Broadcast, Consumer Products, Environment, Features, Financial Services, Media	Other	United States	2
coches.com	Auto	Web/On-Line Service	Spain	1
LA TRIBUNA DE AUTOMOCIÓN	Transportation	Consumer Periodicals	Spain	1
Diario de Cádiz (Motor y Viajes)	Transportation	Trade Periodicals	Spain	1
Auto Revista	Transportation	Trade Periodicals	Spain	1
krca Estrella tv channel 62	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Television	United States	1
Revista Motor 16	Auto, Energy, Environment, Transportation	Other	Spain	1
Lineas del Tren	Transportation	Trade Periodicals	Spain	1
IT/USERS Magazine	Auto, Broadcast, Consumer Products, Energy, Entertainment, Features, Financial Services, Healthcare, Media, Public Issues, Sports, Technology, Transportation, Travel	Blogger, Consumer Periodicals, Freelance/Writer, Newspaper, Trade Periodicals, Web/On-Line Service	Panama	1
Pase de Prensa	Technology	Freelance/Writer	Spain	1
MAB Hostelero Internacional HRC	Transportation	Trade Periodicals	Spain	1
www.motorawards.com	Auto, Transportation	Web/On-Line Service	Venezuela	1
Total num				366

Organization Views

See which organizations have viewed your releases

Organization	Headquarters	Country	Location	Parent Organization	Industry	Views ▼
King & Spalding	1180 Peachtree Street	US	UNITED STATES	King & Spalding LLP	Law Firms & Legal Services	9
ALICLOUD-US	400 S El Camino Real, Suite 400	US	UNITED STATES			9
Total num						68

QUAD GAMING	624 South Grand	US	UNITED STATES			4
JSC "RU-CENTER"	2/1, 3d Khoroshevskaya str. 123308	RU	RUSSIAN FEDERATION			3
GOGO, LLC	2800 S. Ashland Ave.	US	UNITED STATES			3
Opoint AS	Akersgata 28 A Sentrum	NO	SWEDEN	Opoint AS		2
Volo.com SRL		IT	ITALY			2
Informandum, Investigacao e Gestao de Informatica, Lda		PT	PORTUGAL			2
Robbins Geller Rudman & Dowd LLP	655 West Broadway		UNITED STATES			2
Toyota Motor Sales, U.S.A., Inc.	19001 South Western Ave	US	UNITED STATES	Toyota Motor Sales U.S.A. Inc	Manufacturing	2
Software Technology Parks of India		IN	INDIA			2
Model and Talent Agency LLC	5556 Centinela Avenue	US	UNITED STATES	Model and Talent Agency LLC		2
HOSTVY LIMITED	FLAT A,151 County Road, Swindon	UK	UNITED STATES			1
Hyundai Autoever America (HAEA)	111 PETERS CANYON RD	US	UNITED STATES	HYUNDAI AUTOEVER CORP		1
Binghamton University	4400 Vestal Parkway East Computer Center	US	UNITED STATES	Binghamton University	Education	1
Metropolitan Water District of California	700 North Alameda Street	US	UNITED STATES	Metropolitan Water District of Southern California	Energy & Utilities	1
SPRADLEY BARR MOTORS INC	2200 WESTLAND RD	US	UNITED STATES	Spradley Barr Motors Inc	Retail	1
ANALYTICS INC	18750 LAKE DR E	US	UNITED STATES			1
Alacriy Net System Service Private Limited		IN	INDIA			1
U.S. Dept. of Health and Human Services	HHS/ASA/OCIO Room 360-G	US	UNITED STATES	HHS	Government	1
Mount Manresa Jesuit Retreat House	239 Fingerboard Road	US	UNITED STATES	Mount Manresa Jesuit Retreat House	Non-Profit	1
SailPoint Technologies, Inc.	11305 Four Points Dr Bldg 2, Suite 100	US	UNITED STATES	SailPoint Technologies Inc	Software & Internet	1
Bard College at Simon's Rock	84 Alford Road	US	UNITED STATES	Bard College at Simon's Rock	Education	1
JPMorgan Chase & Co.	120 Broadway	US	UNITED STATES	Chase	Financial Services	1
Eaglebrook Church	11125 Eastview Rd	US	UNITED STATES	Eaglebrook Church	Non-Profit	1
YMCA OF FREDERICK		US	UNITED STATES			1
Lee Markquart	Hosting Center Address		UNITED STATES			1

Total num

68

The Hope School Learning Center	15 East Hazel Dell Lane	US	UNITED STATES	The Hope School Learning Center	Education	1
Rockbridge Global Village, Inc.	30 Crossing Lane Suite 206	US	UNITED STATES	Rockbridge Global Village Inc	Telecommunications	1
Los Angeles County Office of Education	9300 Imperial Highway	US	UNITED STATES	Los Angeles County Fire Department	Government	1
CITY OF CAMDEN	800 FEDERAL ST 1st FLOOR, COMP ROOM	US	UNITED STATES			1
Vizcaya	8713 The Esplanade	US	UNITED STATES			1
GENIC	5757 Plaza Drive, Suite 205	US	UNITED STATES	The Corporation for Education Network Initiatives in California	Telecommunications	1
Intel Corporation	2200 Mission College Blvd, P.O. Box 58119	US	UNITED STATES	Intel Corporation	Manufacturing	1
University of California, San Diego	Administrative Computing & Telecommunications Attn: Hostmaster	US	UNITED STATES	Moore's UCSD Cancer Center	Healthcare, Pharmaceuticals, & Biotech	1
USDA Office of Operations	Suite 133, Building A SW	US	UNITED STATES	U.S. Department of Agriculture	Government	1
Apple Inc.	20400 Stevens Creek Blvd., City Center Bldg 3	US	UNITED STATES	Apple Inc.	Software & Internet	1
Macomb County, Michigan	117 S. Groesbeck	US	UNITED STATES	Macomb County Health Department	Healthcare, Pharmaceuticals, & Biotech	1
Total num						68

Targeted Audience

The lists below represent categories of targeted audiences you selected for your release.

Cision Influencer Lists

Business & Finance (English) (210 organizations, 293 recipients)

Organization	Number of recipients
Freelancer	20
El Observador	7
Dos Mundos	5
Fusion	5
KABC-TV Ch. 7 ABC	5
The Associated Press	4
Caribbean Business	3
Delaware Hispano	3
Hispanic Lifestyle	3
Hispanic Network Magazine	3

Business & Finance (Spanish) (656 organizations, 1,198 recipients)

Organization	Number of recipients
KMEX-DT Ch. 34 Univisión	21
CNN en Español	19
WJAN LD Ch. 41 América TeVe	17
Agencia EFE	16
KVEA Ch. 52 Telemundo	16
Telemundo Network	16
El Nuevo Día	12
WXTV-DT Ch. 41 Univisión	12
El Imparcial	11
El Nuevo Herald	11

Puerto Rico (English) (9 organizations, 10 recipients)

Organization	Number of recipients
ArtPremium Magazine	2
Ambiente Magazine	1
¡Que Pasa! Magazine	1
Colorful Disaster	1
Curvy it girl	1
El Coquí of Rincón	1
Huffington Post Latino Voices	1
PR Young Models Magazine	1
San Juan City Magazine	1

Puerto Rico (Spanish) (67 organizations, 78 recipients)

Organization	Number of recipients
Periódico El Todo Bayamón	3
CARAS Puerto Rico	2
Chic South	2
Periódico La Perla del Sur	2
The Sport Press	2
Vanidades Puerto Rico	2

Organization	Number of recipients
WERR 104.1 FM	2
WKVM 810 AM	2
WORO 92.5 FM	2
WXWZ-LP Ch. 22 MasTV	2

Associated Press Outlets

Every PR Newswire U.S. wire newswire includes targeted distribution to the Associated Press, an essential global news network that delivers content to an extensive set of media platforms and formats. The list below represents the outlets you reach via this partnership.

Outlet Name	City	State	Country	Newsline	Type	Audience
C-SPAN	Washington	DC	US	US1	Television	86,200,000 Subscribers
Scribd, Inc.	San Francisco	CA	US	US1	Aggregator	43,531,670 Visitors per Month
FoxNews.com	New York	NY	US	US1, New York State newswire	Online	32,516,438 Visitors per Month
CBS News Radio	New York	NY	US	US1, New York State newswire	Radio	30,000,000 Broadcast Audience
New York Times Digital	New York	NY	US	US1, New York State newswire	Newspaper	29,886,442 Visitors per Month
Apple Inc.	Cupertino	CA	US	US1	Organization/Company	29,709,459 Visitors per month
CNBC.com	Englewood Cliffs	NJ	US	New York State newswire, US1	Online	26,089,266 Visitors per Month
CBSnews.com	New York	NY	US	US1, New York State newswire	Online	26,080,671 Visitors per Month
abcnews.com	New York	NY	US	US1, New York State newswire	Online	24,167,779 Visitors per Month
U.S. News & World Report	Washington	DC	US	US1	Magazine	23,945,529 Visitors per Month

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER, JOHN
F. PRENDERGAST, RAYMOND and
ROSARIO ALVAREZ, KAREN EASON,
JENNIFER SOWERS, JENNIFER
FRANKLIN, JORDAN AMRANI, CRYSTAL
GILLESPIE, MELISSA STALKER, DILLEN
STEEBY, PAULA McMILLIN, JOSEPH C.
HARP Jr., and JAMES and MELISSA JUGO
TINNEY, individually and on behalf of
all others similarly situated,

CASE NO. 3:17-CV-01091-VAB

v.

TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA, INC.,
TOYOTA MOTOR SALES, USA, INC.,
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC. and TOYOTA MOTOR
MANUFACTURING, INDIANA, INC.

DECLARATION OF NED SIMERLEIN

I, NED SIMERLEIN, declare as follows:

1. I am a named plaintiff and class representative in the above-captioned case. I am the original plaintiff who filed this action on June 30, 2017. (Class Action Complaint, ECF No. 1 (“Complaint”). I was appointed to serve as a class representative in the Court’s January 14, 2019 Order granting preliminary approval of the proposed settlement of this case. ECF No. 107-1 at 26. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.

2. I submit this declaration in support of the final approval of: (i) the proposed settlement of this action; (ii) an award of attorneys' fees and reimbursement of expenses for Plaintiffs' counsel; and (iii) my request for a service award.

A. The Settlement is Fair and Reasonable

3. In September 2016, I purchased a 2013 Toyota Sienna XLE minivan from a Toyota Dealer in New Jersey.

4. Safety was a top priority when I purchased this vehicle. I use it to transport myself, my wife and our two children.

5. In December 2016, I received Toyota's Notice of Safety Recall No. 16V-858 for my 2013 Sienna. When I received the Safety Recall Notice I was concerned about the risk that my power sliding rear passenger doors could open independently or experience other problems while the vehicle was being driven.

6. I first spoke with Wolf Haldenstein Adler Freeman & Herz LLP ("Wolf Haldenstein") concerning my concerns in December 2016. After communicating with firm attorneys over a series of conversations and emails, I retained Wolf Haldenstein to represent me in this case. I retained the firm to prosecute my claims as part of a class action and I agreed to act as a representative plaintiff in the litigation. I understood and understand that as a representative plaintiff in a class action, 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 Siennas' power sliding doors. I have no interest that is antagonistic to or conflicts with the interests of the class.

8. Since the beginning of my participation in this matter, I have regularly communicated with my attorneys who have kept me updated regarding what was happening in the litigation. I have answered my attorneys' questions regarding my experiences and other matters relevant to the litigation. The communications included, among other things, initial conversations regarding my Sienna and the Safety Recall, verifying information prior to the initiation of the lawsuit, reviewing and approving the initial complaint and subsequent pleadings, discussing the status of the litigation, discussing the status of settlement discussions, and discussing the terms of the proposed settlement which, after discussion with my attorneys, I approved as in the best interests of the class. 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. Because of my involvement with the litigation through my review of documents and discussions with my counsel, I was well-positioned to evaluate the reasonableness and adequacy of the proposed settlement.

10. I reviewed 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 Sienna vehicles significant benefits, including Toyota's provision of a Customer Confidence Program that provides for a free door inspection of all Class members' Siennas during the year following the final approval of the proposed settlement and, if necessary, repairs to certain covered parts of the vehicles' power sliding power doors at no cost to them, and warranty coverage for these covered parts of the Sienna sliding doors for ten (10) years from first use of the vehicle. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Confidence Program that will take longer than four hours is an important

benefit. It is also fair and valuable that those who paid to have covered parts of their power sliding doors replaced can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

B. The Attorneys' Fees and Expenses Sought are Reasonable

11. I also endorse the application for attorneys' fees by Wolf Haldenstein. I believe Wolf Haldenstein should be awarded fair compensation for its 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 understand that other counsel will also be submitting requests for attorneys' fees and reimbursement of expenses for their contribution to the prosecution and settlement of this action.

C. Request for Service Award

12. As stated above, I am the initial plaintiff who commenced this litigation. It was as a result of my efforts and those of my counsel that the Class Action Complaint in this action was filed in this Court.

13. I contacted my counsel shortly after receiving the Safety Recall Notice. I worked with them over the following months prior to the filing of the Class Action Complaint in June, 2017t, as they investigated the facts underlying the litigation and the potential causes of action.

14. In connection with the prosecution and settlement of litigation against Toyota concerning the power sliding doors of the Siennas, as representative plaintiff and class representative, I have diligently performed the following duties in representing the interests of the Class:

a. communicated with counsel via telephone and email concerning my own experiences relevant to this litigation, including the extensive research I had done prior to

purchasing my Toyota Sienna as well as subsequent experiences of problems with the doors and my receipt of communications including the Recall Notice from Toyota;

b. searched for and provided to counsel documents in my possession relevant to this litigation;

c. conferred regularly and at length with counsel about the case and claims;

d. advised counsel about new developments with my Toyota Sienna doors as they occurred;

e. reviewed drafts of the original complaint and provided input to counsel;

f. reviewed drafts of subsequent pleadings and provided input to counsel;

g. had discussions with concerning the proposed settlement; and

h. stayed abreast of issues to be fully able to evaluate the progress of the litigation, including the adequacy of the proposed settlement.

15. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent approximately 25 hours communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

16. I understand that under the settlement, class counsel will request that the Court award each class representative a service award of \$2,500. I have been informed and understand that whether I receive a service award payment and, if so, in what amount, is entirely up to the Court. I also understand that the service 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 service awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on receiving a service award. 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 May 9, 2019

By: 

NED SIMERLEIN

804427

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER, JOHN
F. PRENDERGAST, RAYMOND and
ROSARIO ALVAREZ, KAREN EASON,
JENNIFER SOWERS, JENNIFER
FRANKLIN, JORDAN AMRANI, CRYSTAL
GILLESPIE, MELISSA STALKER, DILLEN
STEEBY, PAULA McMILLIN, JOSEPH C.
HARP Jr., and JAMES and MELISSA JUGO
TINNEY, individually and on behalf of
all others similarly situated,

v.

TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA,
INC., TOYOTA MOTOR SALES, USA, INC.,
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC. and TOYOTA MOTOR
MANUFACTURING, INDIANA, INC.

CASE NO. 3:17-CV-01091-VAB

DECLARATION OF JAMES ECKHOFF

I, JAMES ECKHOFF, declare as follows:

1. I am a named plaintiff and class representative in the above-captioned case. I became a plaintiff in this case in October 2017 (Amended Class Action Complaint, ECF No. 36 (“Amended Complaint”). I was appointed to serve as a class representative in the Court’s January 14, 2019 Order granting preliminary approval of the proposed settlement of this case. ECF No. 107-1 at 26. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.

2. I submit this declaration in support of the final approval of: (i) the proposed settlement of this action; (ii) an award of attorneys' fees and reimbursement of expenses for Plaintiffs' counsel; and (iii) my request for a service award.

A. The Settlement is Fair and Reasonable

3. In 2013, I purchased a 2013 Toyota Sienna XLE minivan in Islip, New York.

4. Safety was a top priority when I purchased this vehicle. I use it to transport myself, my wife and our two children.

5. My Toyota Sienna minivan is one of the vehicles covered by Defendants' Safety Recall No. 16V-858 ("Safety Recall"). When I learned of the Safety Recall, I was concerned about the risk that my power sliding rear passenger doors could open independently or experience other problems while the vehicle was being driven.

6. I first spoke with Wolf Haldenstein Adler Freeman & Herz LLP ("Wolf Haldenstein") and Forchelli Deegan Terrana LLP ("Forchelli Deegan") concerning my concerns in July 2017. After communicating with firm attorneys over a series of conversations, in-person conferences, and emails, I retained Wolf Haldenstein and Forchelli Deegan to represent me in this case. I retained the firms to prosecute my claims as part of a class action and I agreed to act as a representative plaintiff in the litigation. I understood and understand that as a representative plaintiff in a class action, 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 Siennas' power sliding doors. I have no interest that is antagonistic to or conflicts with the interests of the class.

8. Since the beginning of my participation in this matter, I have regularly communicated with my attorneys who have kept me updated regarding what was happening in the litigation. I met with Attorney Nasis on numerous occasions and have answered my attorneys' questions regarding my experiences and other matters relevant to the litigation. The communications included, among other things, initial conversations regarding my Sienna and the Safety Recall, verifying information prior to the joining the Amended Complaint, reviewing and approving pleadings, discussing the status of the litigation, discussing the status of settlement discussions, and discussing the terms of the proposed settlement which, after discussion with my attorneys, I approved as in the best interests of the class. 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. Because of my involvement with the litigation through my review of documents and discussions with my counsel, I was well-positioned to evaluate the reasonableness and adequacy of the proposed settlement.

10. I reviewed 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 Sienna vehicles significant benefits, including Toyota's provision of a Customer Confidence Program that provides for a free door inspection of all class members' Siennas during the year following the final approval of the proposed settlement and, if necessary, repairs to certain covered parts of the vehicles' power sliding power doors at no cost to them, and warranty coverage for these covered parts of the Sienna sliding doors for ten (10) years from first use of the vehicle. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Confidence Program that will take longer than four hours is an important benefit. It is

also fair and valuable that those who paid to have covered parts of their power sliding doors replaced can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

B. The Attorneys' Fees and Expenses Sought are Reasonable

11. I also endorse the application for attorneys' fees by Wolf Haldenstein and Forchelli Deegan. I believe Wolf Haldenstein, as class counsel, and Forchelli Deegan, plaintiff's counsel, should be awarded fair compensation for their efforts, 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 understand that other counsel will also be submitting requests for attorneys' fees and reimbursement of expenses for their contribution to the prosecution and settlement of this action.

C. Request for Service Award

12. In connection with the prosecution and settlement of litigation against Toyota concerning the power sliding doors of the Siennas, as representative plaintiff and class representative, I have diligently performed the following duties in representing the interests of the Class:

- a. communicated with counsel via telephone, in-person conferences, and email concerning my own experiences relevant to this litigation;
- b. searched for and provided to counsel documents in my possession relevant to this litigation;
- c. conferred regularly and at length with counsel about the case and claims;
- d. reviewed drafts of the pleadings and provided input to counsel;
- e. had discussions with concerning the proposed settlement; and

f. stayed abreast of issues to be fully able to evaluate the progress of the litigation, including the adequacy of the proposed settlement.

13. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent approximately 32 to 37 hours communicating with counsel, meeting in person 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 a service award of \$2,500. I have been informed and understand that whether I receive a service award payment and, if so, in what amount, is entirely up to the Court. I also understand that the service 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 service awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on receiving a service award. 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: May 9, 2019

By:



JAMES ECKHOFF

804425

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER, JOHN
F. PRENDERGAST, RAYMOND and
ROSARIO ALVAREZ, KAREN EASON,
JENNIFER SOWERS, JENNIFER
FRANKLIN, JORDAN AMRANI, CRYSTAL
GILLESPIE, MELISSA STALKER, DILLEN
STEEBY, PAULA McMILLIN, JOSEPH C.
HARP Jr., and JAMES and MELISSA JUGO
TINNEY, individually and on behalf of
all others similarly situated,

CASE NO. 3:17-CV-01091-VAB

v.

TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA,
INC., TOYOTA MOTOR SALES, USA, INC.,
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC. and TOYOTA MOTOR
MANUFACTURING, INDIANA, INC.

DECLARATION OF MARICEL LOPEZ

I, MARICEL LOPEZ, declare as follows:

1. I am a named plaintiff and class representative in the above-captioned case. I became a plaintiff in this case in October 2017 (Amended Class Action Complaint, ECF No. 36 (“Amended Complaint”). I was appointed to serve as a class representative in the Court’s January 14, 2019 Order granting preliminary approval of the proposed settlement of this case. ECF No. 107-1 at 26. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.

2. I submit this declaration in support of the final approval of: (i) the proposed settlement of this action; (ii) an award of attorneys' fees and reimbursement of expenses for Plaintiffs' counsel; and (iii) my request for a service award.

A. The Settlement is Fair and Reasonable

3. In 2011, I purchased a new 2011 Toyota Sienna LE minivan at a Toyota dealership in Vero Beach, Florida.

4. Safety was a top priority when I purchased this vehicle. I use it to transport myself, my husband and our three children.

5. My Toyota Sienna minivan is one of the vehicles covered by Defendants' Safety Recall No. 16V-858 ("Safety Recall"). When I learned of the Safety Recall I was concerned about the risk that my power sliding rear passenger doors could open independently or experience other problems while the vehicle was being driven.

6. I first spoke with Wolf Haldenstein Adler Freeman & Herz LLP ("Wolf Haldenstein") and Forchelli Deegan Terrana LLP ("Forchelli Deegan") concerning my concerns in July 2017. After communicating with firm attorneys over a series of conversations and emails, I retained Wolf Haldenstein and Forchelli Deegan to represent me in this case. I retained the firms to prosecute my claims as part of a class action and I agreed to act as a representative plaintiff in the litigation. I understood and understand that as a representative plaintiff in a class action, 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 Siennas' power sliding doors. I have no interest that is antagonistic to or conflicts with the interests of the class.

8. Since the beginning of my participation in this matter, I have regularly communicated with my attorneys who have kept me updated regarding what was happening in the litigation. I have answered my attorneys' questions regarding my experiences and other matters relevant to the litigation. The communications included, among other things, initial conversations regarding my Sienna and the Safety Recall, verifying information prior to the joining the Amended Complaint, reviewing and approving pleadings, discussing the status of the litigation, discussing the status of settlement discussions, and discussing the terms of the proposed settlement which, after discussion with my attorneys, I approved as in the best interests of the class. 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. Because of my involvement with the litigation through my review of documents and discussions with my counsel, I was well-positioned to evaluate the reasonableness and adequacy of the proposed settlement.

10. I reviewed 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 Sienna vehicles significant benefits, including Toyota's provision of a Customer Confidence Program that provides for a free door inspection of all class members' Siennas during the year following the final approval of the proposed settlement and, if necessary, repairs to certain covered parts of the vehicles' power sliding power doors at no cost to them, and warranty coverage for these covered parts of the Sienna sliding doors for ten (10) years from first use of the vehicle. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Confidence Program that will take longer than four hours is an important benefit. It is also fair and valuable that those who paid to have covered parts of their power sliding doors

replaced can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

B. The Attorneys' Fees and Expenses Sought are Reasonable

11. I also endorse the application for attorneys' fees by Wolf Haldenstein and Forchelli Deegan. I believe Wolf Haldenstein, as class counsel, and Forchelli Deegan, plaintiff's counsel, should be awarded fair compensation for their efforts, 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 understand that other counsel will also be submitting requests for attorneys' fees and reimbursement of expenses for their contribution to the prosecution and settlement of this action.

C. Request for Service Award

12. In connection with the prosecution and settlement of litigation against Toyota concerning the power sliding doors of the Siennas, as representative plaintiff and class representative, I have diligently performed the following duties in representing the interests of the Class:

- a. communicated with counsel via telephone and email concerning my own experiences relevant to this litigation;
- b. searched for and provided to counsel documents in my possession relevant to this litigation;
- c. conferred regularly and at length with counsel about the case and claims;
- d. reviewed drafts of the pleadings and provided input to counsel;
- e. had discussions with concerning the proposed settlement; and
- f. stayed abreast of issues to be fully able to evaluate the progress of the litigation, including the adequacy of the proposed settlement.

13. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent approximately 21 hours 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 a service award of \$2,500. I have been informed and understand that whether I receive a service award payment and, if so, in what amount, is entirely up to the Court. I also understand that the service 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 service awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on receiving a service award. 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: May 9, 2019

By:



MARICEL LOPEZ

804424

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER, JOHN
F. PRENDERGAST, RAYMOND and
ROSARIO ALVAREZ, KAREN EASON,
JENNIFER SOWERS, JENNIFER
FRANKLIN, JORDAN AMRANI, CRYSTAL
GILLESPIE, MELISSA STALKER, DILLEN
STEEBY, PAULA McMILLIN, JOSEPH C.
HARP Jr., and JAMES and MELISSA JUGO
TINNEY, individually and on behalf of
all others similarly situated,

v.

TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA, INC.,
TOYOTA MOTOR SALES, USA, INC.,
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC. and TOYOTA MOTOR
MANUFACTURING, INDIANA, INC.

CASE NO. 3:17-CV-01091-VAB

DECLARATION OF CRAIG KAISER

I, CRAIG KAISER, declare as follows:

1. I am a named plaintiff and class representative in the above-captioned case. I became a plaintiff in this case in October 2017 (Amended Class Action Complaint, ECF No. 36 (“Amended Complaint”). I was appointed to serve as a class representative in the Court’s January 14, 2019 Order granting preliminary approval of the proposed settlement of this case. ECF No. 107-1 at 26. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.

2. I submit this declaration in support of the final approval of: (i) the proposed settlement of this action; (ii) an award of attorneys' fees and reimbursement of expenses for Plaintiffs' counsel; and (iii) my request for a service award.

A. The Settlement is Fair and Reasonable

3. In January 2015, I purchased a 2015 Toyota Sienna LE minivan in Chicago, Illinois.

4. Safety was a top priority when I purchased this vehicle. I use it to transport myself, my wife and our three children.

5. My Toyota Sienna minivan is one of the vehicles covered by Defendants' Safety Recall No. 16V-858 ("Safety Recall"). When I learned of the the Safety Recall I was concerned about the risk that my power sliding rear passenger doors could open independently or experience other problems while the vehicle was being driven.

6. I first spoke with Wolf Haldenstein Adler Freeman & Herz LLP ("Wolf Haldenstein") and Cohen & Malad, LLP ("Cohen & Malad") about my concerns in August 2017. After communicating with firm attorneys over a series of conversations and emails, I retained Wolf Haldenstein and Cohen & Malad to represent me in this case. I retained the firms to prosecute my claims as part of a class action and I agreed to act as a representative plaintiff in the litigation. I understood and 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 Siennas' power sliding doors. I have no interest that is antagonistic to or conflicts with the interests of the class.

8. Since the beginning of my participation in this matter, I have regularly communicated with my attorneys who have kept me updated regarding what was happening in the litigation. I have answered my attorneys' questions regarding my experiences and other matters relevant to the litigation. The communications included, among other things, initial conversations regarding my Sienna and the Safety Recall, verifying information prior to the joining the Amended Complaint, reviewing and approving pleadings, discussing the status of the litigation, discussing the status of settlement discussions, and discussing the terms of the proposed settlement which, after discussion with my attorneys, I approved as in the best interests of the class. 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. Because of my involvement with the litigation through my review of documents and discussions with my counsel, I was well-positioned to evaluate the reasonableness and adequacy of the proposed settlement.

10. I reviewed 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 Sienna vehicles significant benefits, including Toyota's provision of a Customer Confidence Program that provides for a free door inspection of all class members' Siennas during the year following the final approval of the proposed settlement and, if necessary, repairs to certain covered parts of the vehicles' power sliding power doors at no cost to them, and warranty coverage for these covered parts of the Sienna sliding doors for ten (10) years from first use of the vehicle. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Confidence Program that will take longer than four hours is an important

benefit. It is also fair and valuable that those who paid to have covered parts of their power sliding doors replaced can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

B. The Attorneys' Fees and Expenses Sought are Reasonable

11. I also endorse the application for attorneys' fees by Wolf Haldenstein and Cohen & Malad. I believe Wolf Haldenstein, as class counsel, and Cohen & Malad, plaintiff's counsel, should be awarded fair compensation for their efforts, 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 understand that other counsel will also be submitting requests for attorneys' fees and reimbursement of expenses for their contribution to the prosecution and settlement of this action.

C. Request for Service Award

12. In connection with the prosecution and settlement of litigation against Toyota concerning the power sliding doors of the Siennas, as representative plaintiff and class representative, I have diligently performed the following duties in representing the interests of the class:

- a. communicated with counsel via telephone and email concerning my own experiences relevant to this litigation;
- b. met with my local counsel in person concerning the matter;
- c. searched for and provided to counsel documents in my possession relevant to this litigation;
- d. conferred regularly and at length with counsel about the case and claims;
- e. reviewed drafts of the pleadings and provided input to counsel;
- f. had discussions with concerning the proposed settlement; and

g. stayed abreast of issues to be fully able to evaluate the progress of the litigation, including the adequacy of the proposed settlement.

13. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent approximately six to eight hours 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 a service award of \$2,500. I have been informed and understand that whether I receive a service award payment and, if so, in what amount, is entirely up to the Court. I also understand that the service 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 service awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on receiving a service award. 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: May 9, 2019

By:


CRAIG KAISER

804426

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER, JOHN
F. PRENDERGAST, RAYMOND and
ROSARIO ALVAREZ, KAREN EASON,
JENNIFER SOWERS, JENNIFER
FRANKLIN, JORDAN AMRANI, CRYSTAL
GILLESPIE, MELISSA STALKER, DILLEN
STEEBY, PAULA McMILLIN, JOSEPH C.
HARP Jr., and JAMES and MELISSA JUGO
TINNEY, individually and on behalf of
all others similarly situated,

CASE NO. 3:17-CV-01091-VAB

v.

TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA, INC.,
TOYOTA MOTOR SALES, USA, INC.,
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC. and TOYOTA
MOTORMANUFACTURING, INDIANA,
INC.

DECLARATION OF JOHN F. PRENDERGAST

I, JOHN F. PRENDERGAST, declare as follows:

1. I am a named plaintiff and class representative in the above-captioned case. I became a plaintiff in this case in October 2017 (Amended Class Action Complaint, ECF No. 36 (“Amended Complaint”). I was appointed to serve as a class representative in the Court’s January 14, 2019 Order granting preliminary approval of the proposed settlement of this case. ECF No. 107-1 at 26. I have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.

2. I submit this declaration in support of the final approval of: (i) the proposed settlement of this action; (ii) an award of attorneys' fees and reimbursement of expenses for Plaintiffs' counsel; and (iii) my request for a service award.

A. The Settlement is Fair and Reasonable

3. In March 2016, I purchased a 2015 Toyota Sienna XLE minivan in Saco, Maine.

4. Safety was a top priority when I purchased this vehicle. I use it to transport myself, my wife and our three children.

5. In December 2016 or January 2017, I received Toyota's Notice of Safety Recall No. 16V-858 for my 2015 Sienna ("Safety Recall"). When I received the Safety Recall notice I was concerned about the risk that my power sliding rear passenger doors could open independently or experience other problems while the vehicle was being driven.

6. I first spoke with Wolf Haldenstein Adler Freeman & Herz LLP ("Wolf Haldenstein") concerning my concerns in June 2017. After communicating with firm attorneys over a series of conversations and emails, I retained Wolf Haldenstein to represent me in this case. I retained the firm to prosecute my claims as part of a class action and I agreed to act as a representative plaintiff in the litigation. I understood and understand that as a representative plaintiff in a class action, 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 Siennas' power sliding doors. I have no interest that is antagonistic to or conflicts with the interests of the class.

8. Since the beginning of my participation in this matter, I have regularly communicated with my attorneys who have kept me updated regarding what was happening in

the litigation. I have answered my attorneys' questions regarding my experiences and other matters relevant to the litigation. The communications included, among other things, initial conversations regarding my Sienna and the Safety Recall, verifying information prior to joining the Amended Complaint, reviewing and approving pleadings, discussing the status of the litigation, discussing the status of settlement discussions, and discussing the terms of the proposed settlement which, after discussion with my attorneys, I approved as in the best interests of the class. 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. Because of my involvement with the litigation through my review of documents and discussions with my counsel, I was well-positioned to evaluate the reasonableness and adequacy of the proposed settlement.

10. I reviewed 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 Sienna vehicles significant benefits, including Toyota's provision of a Customer Confidence Program that provides for a free door inspection of all class members' Siennas during the year following the final approval of the proposed settlement and, if necessary, repairs to certain covered parts of the vehicles' power sliding power doors at no cost to them, and warranty coverage for these covered parts of the Sienna sliding doors for ten (10) years from first use of the vehicle. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Confidence Program that will take longer than four hours is an important benefit. It is also fair and valuable that those who paid to have covered parts of their power

sliding doors replaced can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

B. The Attorneys' Fees and Expenses Sought are Reasonable

11. I also endorse the application for attorneys' fees by Wolf Haldenstein. I believe Wolf Haldenstein should be awarded fair compensation for its significant efforts, 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 understand that other counsel will also be submitting requests for attorneys' fees and reimbursement of expenses for their contribution to the prosecution and settlement of this action.

C. Request for Service Award

12. In connection with the prosecution and settlement of litigation against Toyota concerning the power sliding doors of the Siennas, as representative plaintiff and class representative, I have diligently performed the following duties in representing the interests of the Class:

- a. communicated with counsel via telephone and email concerning my own experiences relevant to this litigation;
- b. searched for and provided to counsel documents in my possession relevant to this litigation;
- c. conferred regularly and at length with counsel about the case and claims;
- d. reviewed drafts of the pleadings and provided input to counsel;
- e. had discussions with concerning the proposed settlement; and
- f. stayed abreast of issues to be fully able to evaluate the progress of the litigation, including the adequacy of the proposed settlement.

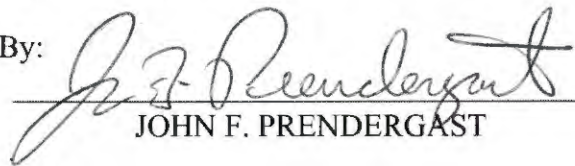
13. I spent substantial time and effort pursuing the litigation and the interests of the class. I am an attorney, and in my work, lead a team of legal professionals at a healthcare company. I am familiar with complaints and other legal documents. I estimate that I spent between five to ten hours communicating 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 a service award of \$2,500. I have been informed and understand that whether I receive a service award payment and, if so, in what amount, is entirely up to the Court. I also understand that the service 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 service awards, that determination will not affect the validity or finality of the settlement. My support of the settlement is not conditioned on receiving a service award. 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: May 9, 2019

By:



JOHN F. PRENDERGAST

804362

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER, JOHN
F. PRENDERGAST, RAYMOND and
ROSARIO ALVAREZ, KAREN EASON,
JENNIFER SOWERS, JENNIFER
FRANKLIN, JORDAN AMRANI, CRYSTAL
GILLESPIE, MELISSA STALKER, DILLEN
STEEBY, PAULA McMILLIN, JOSEPH C.
HARP Jr., and JAMES and MELISSA JUGO
TINNEY, individually and on behalf of
all others similarly situated,

CASE NO. 3:17-CV-01091-VAB

v.

TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA,
INC., TOYOTA MOTOR SALES, USA, INC.,
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC. and TOYOTA
MOTORMANUFACTURING, INDIANA,
INC.

DECLARATION OF RAYMOND ALVAREZ

I, **RAYMOND ALVAREZ**, 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 2011, my wife and I purchased a new 2011 Toyota Sienna equipped with power sliding doors from Power Toyota Cerritos in Cerritos, California.

3. We have experienced problems with the sliding doors on our Toyota Sienna, including the doors unexpectedly opening and the doors popping when opening and closing. We were told that repairs would not be recovered under warranty.

4. In January 2018, my wife and I contacted one of plaintiffs' counsel regarding my Sienna's power sliding door defect. Following a series of emails and conversations, we 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.

5. 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 Siennas' power sliding doors. I have no interest that is antagonistic to or conflicts with the interests of the Class.

6. Since joining the case, my wife and I have spoken and corresponded with my attorneys regarding the status of the case and to answer my attorneys' questions regarding what happened and is happening with my Sienna. The communications included, among other things, initial conversations regarding the issues with our Sienna, verifying information prior to filing the Class Action Complaint, and discussing the status of the litigation and settlement. We communicated with our attorneys on multiple occasions, via email and telephone, and searched our files to make sure we gave our attorneys relevant documents.

7. I reviewed 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 impacted Sienna vehicles significant benefits, including Toyota's provision of a Customer

Confidence Program that provides for a free door inspection and, if necessary, repairs to certain covered parts of the vehicles' power sliding power doors at no cost to them, and warranty coverage for a number of parts of the Sienna sliding doors for ten (10) years from first use of the vehicle. I also believe Toyota's offer of a free loaner vehicle during inspection and repairs under the Customer Confidence Program that will take longer than four hours is an important benefit. It is also fair and valuable that those who paid to have covered parts of their power sliding doors replaced can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

8. I spent substantial time and effort pursuing the litigation and the interests of the class, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request. I was, and am, fully committed to representing the Class in this matter.

9. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive 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.

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

Dated: May 8, 2019

By:



RAYMOND ALVAREZ

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER, JOHN
F. PRENDERGAST, RAYMOND and
ROSARIO ALVAREZ, KAREN EASON,
JENNIFER SOWERS, JENNIFER
FRANKLIN, JORDAN AMRANI, CRYSTAL
GILLESPIE, MELISSA STALKER, DILLEN
STEEBY, PAULA McMILLIN, JOSEPH C.
HARP Jr., and JAMES and MELISSA JUGO
TINNEY, individually and on behalf of
all others similarly situated,

CASE NO. 3:17-CV-01091-VAB

v.

TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA,
INC., TOYOTA MOTOR SALES, USA, INC.,
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC. and TOYOTA
MOTORMANUFACTURING, INDIANA,
INC.

DECLARATION OF ROSARIO ALVAREZ

I, **ROSARIO ALVAREZ**, 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 2011, my husband and I purchased a new 2011 Toyota Sienna equipped with power sliding doors from Power Toyota Cerritos in Cerritos, California.

3. My husband and I have experienced problems with the sliding doors on our Toyota Sienna, including the doors unexpectedly opening and the doors popping when opening and closing. We were told that repairs would not be recovered under warranty.

4. In January 2018, my husband and I contacted one of plaintiffs' counsel regarding my Sienna's power sliding door defect. Following a series of emails and conversations, we 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.

5. 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 Siennas' power sliding doors. I have no interest that is antagonistic to or conflicts with the interests of the Class.

6. Since joining the case, my husband and I have spoken and corresponded with my attorneys regarding the status of the case and to answer my attorneys' questions regarding what happened and is happening with my Sienna. The communications included, among other things, initial conversations regarding the issues with my Sienna, verifying information prior to filing the Class Action Complaint, and discussing the status of the litigation and settlement. I communicated with my attorneys on multiple occasions, via email and telephone, and searched our files to make sure we gave our attorneys relevant documents.

7. I reviewed 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 impacted Sienna vehicles significant benefits, including Toyota's provision of a Customer

Confidence Program that provides for a free door inspection and, if necessary, repairs to certain covered parts of the vehicles' power sliding power doors at no cost to them, and warranty coverage for a number of parts of the Sienna sliding doors for ten (10) years from first use of the vehicle. I also believe Toyota's offer of a free loaner vehicle during inspection and repairs under the Customer Confidence Program that will take longer than four hours is an important benefit. It is also fair and valuable that those who paid to have covered parts of their power sliding doors replaced can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

8. I spent substantial time and effort pursuing the litigation and the interests of the class, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request. I was, and am, fully committed to representing the Class in this matter.

9. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive 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.

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

Dated: May 8, 2019

By: 

ROSARIO ALVAREZ

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

<p>NED SIMERLEIN, JAMES ECKHOFF, MARICEL LOPEZ, CRAIG KAISER, JOHN F. PRENDERGAST, RAYMOND and ROSARIO ALVAREZ, KAREN EASON, JENNIFER SOWERS, JENNIFER FRANKLIN, JORDAN AMRANI, CRYSTAL GILLESPIE, MELISSA STALKER, DILLEN STEEBY, PAULA McMILLIN, JOSEPH C. HARP Jr., and JAMES and MELISSA JUGO TINNEY, individually and on behalf of all others similarly situated,</p> <p>v.</p> <p>TOYOTA MOTOR CORPORATION, TOYOTA MOTOR NORTH AMERICA, INC., TOYOTA MOTOR SALES, USA, INC., TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC. and TOYOTA MOTORMANUFACTURING, INDIANA, INC.</p>	<p>CASE NO. 3:17-CV-01091-VAB</p>
--	-----------------------------------

DECLARATION OF KAREN EASON

I, **KAREN EASON**, 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 2011, I purchased a new 2011 Toyota Sienna equipped with power sliding doors from Larry Miller Toyota in Corona, California.
3. I have experienced problems with the sliding doors on my Toyota Sienna, including the doors unexpectedly opening and being unable to close.
4. I received Toyota's Safety Recall notice No. 16V-858 for my Toyota Sienna. I had the recall repair performed, but I still experienced issues with the closing of my door following the repair.
5. In January 2018, I contacted one of plaintiffs' counsel regarding my Sienna's power sliding door 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 Siennas' power sliding doors. I have no interest that is antagonistic to or conflicts with the interests of the Class
7. Since joining the case, I have spoken and corresponded with my attorneys regarding the status of the case and to answer my attorneys' questions regarding what happened and is happening with my Sienna. The communications included, among other things, initial conversations regarding the issues with my Sienna, verifying information prior to filing the Class Action Complaint, and discussing the status of the litigation and settlement. I communicated with my attorneys on multiple occasions, via email and telephone, and searched our files to make sure we gave our attorneys relevant documents.
8. I reviewed 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

impacted Sienna vehicles significant benefits, including Toyota's provision of a Customer Confidence Program that provides for a free door inspection and, if necessary, repairs to certain covered parts of the vehicles' power sliding power doors at no cost to them, and warranty coverage for a number of parts of the Sienna sliding doors for ten (10) years from first use of the vehicle. I also believe Toyota's offer of a free loaner vehicle during inspection and repairs under the Customer Confidence Program that will take longer than four hours is an important benefit. It is also fair and valuable that those who paid to have covered parts of their power sliding doors replaced 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, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request. I was, and am, fully committed to representing the Class in this matter.

10. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive 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.

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

Dated: May 8, 2019

By:



KAREN EASON

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

<p>NED SIMERLEIN, JAMES ECKHOFF, MARICEL LOPEZ, CRAIG KAISER, JOHN F. PRENDERGAST, RAYMOND and ROSARIO ALVAREZ, KAREN FASON, JENNIFER SOWERS, JENNIFER FRANKLIN, JORDAN AMRANI, CRYSTAL GILLESPIE, MELISSA STALKER, DILLEN STEEBY, PAULA McMILLIN, JOSEPH C. HARP Jr., and JAMES and MELISSA JUGO TINNEY, individually and on behalf of all others similarly situated,</p> <p>v.</p> <p>TOYOTA MOTOR CORPORATION, TOYOTA MOTOR NORTH AMERICA, INC., TOYOTA MOTOR SALES, USA, INC., TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC. and TOYOTA MOTORMANUFACTURING, INDIANA, INC.</p>	<p>CASE NO. 3:17-CV-01091-VAB</p>
--	-----------------------------------

DECLARATION OF JENNIFER SOWERS

I, **JENNIFER SOWERS**, 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 2013, I purchased a new 2013 Toyota Sienna equipped with power sliding doors from Geweke Toyota in Lodi, California.

3. I have experienced problems with the sliding doors on my Toyota Sienna, including the doors unexpectedly opening and closing.

4. I received Toyota's Safety Recall notice No. 16V-858 for my Toyota Sienna. I had the recall repair performed, but I still experienced issues with the closing of my door following the repair.

5. In January 2018, I contacted one of plaintiffs' counsel regarding my Sienna's power sliding door 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 Siennas' power sliding doors. I have no interest that is antagonistic to or conflicts with the interests of the Class.

7. Since joining the case, I have spoken and corresponded with my attorneys regarding the status of the case and to answer my attorneys' questions regarding what happened and is happening with my Sienna. The communications included, among other things, initial conversations regarding the issues with my Sienna, verifying information prior to filing the Class

Action Complaint, and discussing the status of the litigation and settlement. I communicated with my attorneys on multiple occasions, via email and telephone, and searched our files to make sure we gave our attorneys relevant documents.

8. I reviewed 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 impacted Sienna vehicles significant benefits, including Toyota's provision of a Customer Confidence Program that provides for a free door inspection and, if necessary, repairs to certain covered parts of the vehicles' power sliding power doors at no cost to them, and warranty coverage for a number of parts of the Sienna sliding doors for ten (10) years from first use of the vehicle. I also believe Toyota's offer of a free loaner vehicle during inspection and repairs under the Customer Confidence Program that will take longer than four hours is an important benefit. It is also fair and valuable that those who paid to have covered parts of their power sliding doors replaced can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

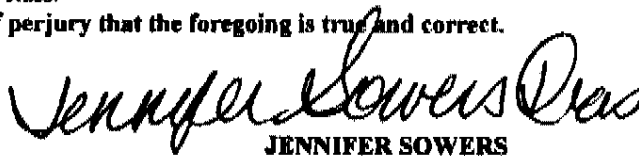
9. I spent substantial time and effort pursuing the litigation and the interests of the class, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request. I was, and am, fully committed to representing the Class in this matter.

10. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive 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.

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

Dated: May 8, 2019

By:


JENNIFER SOWERS

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER, JOHN
F. PRENDERGAST, RAYMOND and
ROSARIO ALVAREZ, KAREN EASON,
JENNIFER SOWERS, JENNIFER
FRANKLIN, JORDAN AMRANI, CRYSTAL
GILLESPIE, MELISSA STALKER, DILLEN
STEEBY, PAULA McMILLIN, JOSEPH C.
HARP Jr., and JAMES and MELISSA JUGO
TINNEY, individually and on behalf of
all others similarly situated,

CASE NO. 3:17-CV-01091-VAB

v.

TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA,
INC., TOYOTA MOTOR SALES, USA, INC.,
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC. and TOYOTA MOTOR
MANUFACTURING, INDIANA, INC.

DECLARATION OF JENNIFER FRANKLIN

I, **JENNIFER FRANKLIN**, 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 2015, I purchased a 2014 Toyota Sienna XLE minivan from Moore Nissan located in Bessemer, Alabama.
3. Not long after purchase, I experienced the power sliding door failure on my Sienna as it stalled a few dozen times.

4. In November 2016, the rear driver side sliding door of my Sienna opened spontaneously while driving on a city road with my children in the back seats. The door had to be manually slammed shut to ensure latching. I contacted both Hoover Toyota in Hoover, Alabama and Southwest Toyota, Toyota's district corporate office for the Southeast, about the incident. Toyota indicated to me that there was nothing they could do to help me because Toyota has not issued a recall relating to the power sliding door. Because of the dangerous situation Toyota put my family in, I lost the use of my Sienna for approximately 6 months as it sat at Hoover Toyota.

5. In July 2017, I received Toyota's Safety Recall No. 16V-858 for my 2014 Sienna. I had the GO4 recall performed at Hoover Toyota in Hoover, Alabama. Within seven days of having the GO4 recall performed on my Sienna, I experienced another door stall.

6. In July 2017, I contacted one of plaintiffs' counsel regarding my Sienna's power sliding door 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 Siennas' power sliding doors. I have no interest that is antagonistic to or conflicts with the interests of the Class

8. Since joining the case, I periodically communicate 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 Sienna. The communications included, among

other things, initial conversations regarding the issues with my Sienna, verifying information prior to the joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the my door fixed, discussing the status of the litigation, and discussing the status of settlement discussions. I also loaned my Sienna to Plaintiff's counsel for a number of weeks for expert testing. 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 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 Sienna vehicles significant benefits, including Toyota's provision of a Customer Confidence Program that provides for a free door inspection of all Class members' Siennas during the year following the final approval of the proposed settlement and, if necessary, repairs to certain covered parts of the vehicles' power sliding power doors at no cost to them, and warranty coverage for these covered parts of the Sienna sliding doors for ten (10) years from first use of the vehicle. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Confidence Program that will take longer than four hours is an important benefit. It is also fair and valuable that those who paid to have covered parts of their power sliding doors 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 30 hours traveling to and from and communicating with employees of Hoover Toyota in Hoover, Alabama, and others regarding the power sliding doors on my Sienna,

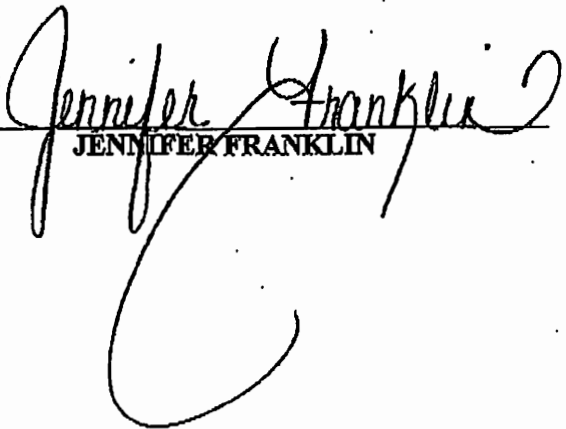
communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

11. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive award of \$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.

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

Dated: May 8, 2019

By:


JENNIFER FRANKLIN

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER, JOHN
F PRENDERGAST, RAYMOND and
ROSARIO ALVAREZ, KAREN EASON,
JENNIFER SOWERS, JENNIFER
FRANKLIN, JORDAN AMRANI, CRYSTAL
GILLESPIE, MELISSA STALKER, DILLEN
STEEBY, PAULA McMILLIN, JOSEPH C
HARP Jr , and JAMES and MELISSA JUGO
TINNEY, individually and on behalf of
all others similarly situated,

CASE NO 3 17-CV-01091-VAB

v

TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA,
INC , TOYOTA MOTOR SALES, USA, INC ,
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC and TOYOTA
MOTORMANUFACTURING, INDIANA,
INC

DECLARATION OF JORDAN AMRANI

I **JORDAN AMRANI**, 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 2013, I purchased a new 2013 Toyota Sienna equipped with power sliding doors from Schaumburg Toyota in Schaumburg, Illinois

3 Due to the sliding door defect, I was forced to turn off the sliding doors in my Toyota Sienna for a long period of time

4 I received Toyota's Safety Recall notice No 16V-858 for my Toyota Sienna, and I had the recall repair performed

5 In October 2017, I contacted one of plaintiffs' counsel regarding my Sienna's power sliding door 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 Siennas' power sliding doors I have no interest that is antagonistic to or conflicts with the interests of the Class

7 Since joining the case, I have spoken and corresponded with my attorneys regarding the status of the case and to answer my attorneys' questions regarding what happened and is happening with my Sienna The communications included, among other things, initial conversations regarding the issues with my Sienna, verifying information prior to filing the Class Action Complaint, and discussing the status of the litigation and settlement I communicated with my attorneys on multiple occasions, via email and telephone, and searched our files to make sure we gave our attorneys relevant documents

8 I reviewed 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 impacted Sienna vehicles significant benefits, including Toyota's provision of a Customer Confidence Program that provides for a free door inspection and, if necessary, repairs to certain

covered parts of the vehicles' power sliding power doors at no cost to them, and warranty coverage for a number of parts of the Sienna sliding doors for ten (10) years from first use of the vehicle. I also believe Toyota's offer of a free loaner vehicle during inspection and repairs under the Customer Confidence Program that will take longer than four hours is an important benefit. It is also fair and valuable that those who paid to have covered parts of their power sliding doors replaced 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, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request. I was, and am, fully committed to representing the Class in this matter.

10 I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive 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.

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

Dated: May 8, 2019

By:


JORDAN AMRANI

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER, JOHN
F. PRENDERGAST, RAYMOND and
ROSARIO ALVAREZ, KAREN EASON,
JENNIFER SOWERS, JENNIFER
FRANKLIN, JORDAN AMRANI, CRYSTAL
GILLESPIE, MELISSA STALKER, DILLEN
STEEBY, PAULA McMILLIN, JOSEPH C.
HARP Jr., and JAMES and MELISSA JUGO
TINNEY, individually and on behalf of
all others similarly situated,

CASE NO. 3:17-CV-01091-VAB

v.

TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA,
INC., TOYOTA MOTOR SALES, USA, INC.,
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC. and TOYOTA MOTOR
MANUFACTURING, INDIANA, INC.

DECLARATION OF CRYSTAL GILLESPI

I, CRYSTAL GILLESPI, 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 February, 2016, I purchased a used 2013 Toyota Sienna equipped with sliding doors from Pop's Chevrolet Buick in Prestonsburg, Kentucky.

3. In June of 2017, the sliding door in my Sienna forcefully closed on my husband despite his attempts to stop it. Additionally, the sliding doors in this vehicle produced a popping sound during open or close operation.

4. In June of 2017, I contacted one of plaintiffs' counsel regarding my Sienna's power sliding door 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.

5. 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 Siennas' power sliding doors. I have no interest that is antagonistic to or conflicts with the interests of the Class

6. Since joining the case, I periodically communicate 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 Sienna. The communications included, among other things, initial conversations regarding the issues with my Sienna, verifying information prior to the joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the my door 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.

7. I reviewed 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 Sienna vehicles significant benefits, including Toyota's provision of a Customer Confidence Program that provides for a free door inspection of all Class members' Siennas during the year following the final approval of the proposed settlement and, if necessary, repairs to certain covered parts of the vehicles' power sliding power doors at no cost to them, and warranty coverage for these covered parts of the Sienna sliding doors for ten (10) years from first use of the vehicle. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Confidence Program that will take longer than four hours is an important benefit. It is also fair and valuable that those who paid to have covered parts of their power sliding doors replaced can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

8. 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 Gary C. Johnson, PSC, and others regarding the power sliding doors on my Sienna, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

9. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive 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.

P

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

Dated: May 7, 2019

By: 
CRYSTAL GILLESPI

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER, JOHN
F. PRENDERGAST, RAYMOND and
ROSARIO ALVAREZ, KAREN EASON,
JENNIFER SOWERS, JENNIFER
FRANKLIN, JORDAN AMRANI, CRYSTAL
GILLESPIE, MELISSA STALKER, DILLEN
STEEBY, PAULA McMILLIN, JOSEPH C.
HARP Jr., and JAMES and MELISSA JUGO
TINNEY, individually and on behalf of
all others similarly situated,

CASE NO. 3:17-CV-01091-VAB

v.

TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA,
INC., TOYOTA MOTOR SALES, USA, INC.,
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC. and TOYOTA MOTOR
MANUFACTURING, INDIANA, INC.

DECLARATION OF MELISSA STALKER

I, **MELISSA STALKER**, 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 October, 2016, I purchased a new 2017 Toyota Sienna van equipped with sliding doors from Walters Toyota in Pikeville, Kentucky.
3. Not long after purchase, several times I experienced the power sliding door failure on my Sienna, forcing us to close the sliding doors manually.

4. In May, 2017, I contacted one of plaintiffs' counsel regarding my Sienna's power sliding door 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.

5. 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 Siennas' power sliding doors. I have no interest that is antagonistic to or conflicts with the interests of the Class

6. Since joining the case, I periodically communicate 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 Sienna. The communications included, among other things, initial conversations regarding the issues with my Sienna, verifying information prior to the joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the my door 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.

7. I reviewed 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 Sienna vehicles significant benefits, including Toyota's provision of a Customer Confidence Program that provides for a free door inspection of all Class members' Siennas during the year

following the final approval of the proposed settlement and, if necessary, repairs to certain covered parts of the vehicles' power sliding power doors at no cost to them, and warranty coverage for these covered parts of the Sienna sliding doors for ten (10) years from first use of the vehicle. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Confidence Program that will take longer than four hours is an important benefit. It is also fair and valuable that those who paid to have covered parts of their power sliding doors replaced can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

8. 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 Gary C. Johnson, PSC, and others regarding the power sliding doors on my Sienna, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

9. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive 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.

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

Dated: May 5, 2019

By: 

MELISSA STALKER

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER, JOHN
F. PRENDERGAST, RAYMOND and
ROSARIO ALVAREZ, KAREN EASON,
JENNIFER SOWERS, JENNIFER
FRANKLIN, JORDAN AMRANI, CRYSTAL
GILLESPIE, MELISSA STALKER, DILLEN
STEEBY, PAULA McMILLIN, JOSEPH C.
HARP Jr., and JAMES and MELISSA JUGO
TINNEY, individually and on behalf of
all others similarly situated,

CASE NO. 3:17-CV-01091-VAB

v.

TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA, INC.,
TOYOTA MOTOR SALES, USA, INC.,
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC. and TOYOTA
MOTORMANUFACTURING, INDIANA,
INC.

DECLARATION OF DILLEN STEEBY

I, **DILLEN STEEBY**, 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 August 2015, I purchased a new 2015 Toyota Sienna SLE equipped with sliding doors from Jay Wolfe Toyota in Kansas City, Missouri.
3. In or around November 2016, I received Toyota's Safety Recall No. 16V-858 for my 2015 Sienna. Concerned about the Sliding Door Defect, I disabled the power sliding door

functionality, and was not able to enjoy the benefits of that feature. At that time, I contacted the dealership and they said there was nothing they could do. Later in time after filing this case Toyota performed wiring harness service.

4. In 2017, I contacted Plaintiffs' Counsel, Eric Dirks, regarding my Sienna's power sliding door defect. Following a meeting, a series of emails and further conversations, I retained plaintiffs' counsel 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.

5. 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 Siennas' power sliding doors. I have no interest that is antagonistic to or conflicts with the interests of the Class.

6. Since joining the case, I periodically communicate 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 Sienna. The communications included, among other things, initial conversations regarding the issues with my Sienna, verifying information prior to the joining the Class Action Complaint, updating my attorneys on any change in status in my efforts to get the my door 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.

7. I reviewed 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

Sienna vehicles significant benefits, including Toyota's provision of a Customer Confidence Program that provides for a free door inspection of all Class members' Siennas during the year following the final approval of the proposed settlement and, if necessary, repairs to certain covered parts of the vehicles' power sliding power doors at no cost to them, and warranty coverage for these covered parts of the Sienna sliding doors for ten (10) years from first use of the vehicle. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Confidence Program that will take longer than four hours is an important benefit. It is also fair and valuable that those who paid to have covered parts of their power sliding doors replaced can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

8. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent several hours traveling to and from and communicating with employees of Adams Toyota in Lee's Summit, Missouri and others regarding the power sliding doors on my Sienna, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

9. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive 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.

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

Dated: May 7, 2019

By: 

DILLEN STEEBY

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER, JOHN
F. PRENDERGAST, RAYMOND and
ROSARIO ALVAREZ, KAREN EASON,
JENNIFER SOWERS, JENNIFER
FRANKLIN, JORDAN AMRANI, CRYSTAL
GILLESPIE, MELISSA STALKER, DILLEN
STEEBY, PAULA McMILLIN, JOSEPH C.
HARP Jr., and JAMES and MELISSA JUGO
TINNEY, individually and on behalf of
all others similarly situated,

CASE NO. 3:17-CV-01091-VAB

v.

TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA,
INC., TOYOTA MOTOR SALES, USA, INC.,
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC. and TOYOTA MOTOR
MANUFACTURING, INDIANA, INC.

DECLARATION OF PAULA McMILLIN

I, **PAULA McMILLIN**, 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 January 2013, I purchased a new 2013 Toyota Sienna LE equipped with sliding doors from Beaverton Toyota Co. Inc., in Beaverton, Oregon.
3. In November 2016, I received Toyota's Safety Recall No. 16V-858 for my 2013 Sienna. I had the GO4 recall performed at Adams Toyota in Lee's Summit, Missouri.

4. In 2017, I contacted Plaintiff's Counsel, Eric Dirks, regarding my Sienna's power sliding door defect. Following a series of emails and conversations, I retained plaintiffs' counsel to represent me in this case 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.

5. 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 Siennas' power sliding doors. I have no interest that is antagonistic to or conflicts with the interests of the Class.

6. Since joining the case, I periodically communicate 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 Sienna. The communications included, among other things, initial conversations regarding the issues with my Sienna, verifying information prior to the filing my case, updating my attorneys on any change in status in my efforts to get the my door 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.

7. I reviewed 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 Sienna vehicles significant benefits, including Toyota's provision of a Customer Confidence Program that provides for a free door inspection of all Class members' Siennas during the year

following the final approval of the proposed settlement and, if necessary, repairs to certain covered parts of the vehicles' power sliding power doors at no cost to them, and warranty coverage for these covered parts of the Sienna sliding doors for ten (10) years from first use of the vehicle. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Confidence Program that will take longer than four hours is an important benefit. It is also fair and valuable that those who paid to have covered parts of their power sliding doors replaced can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.

8. I spent substantial time and effort pursuing the litigation and the interests of the class. I estimate that I spent three to four hours traveling to and from and communicating with employees of Toyota, and others regarding the power sliding doors on my Sienna, communicating with counsel, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

9. I understand that under the settlement, Class Counsel will request that the Court award each Class Representative an incentive 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.

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

Dated: May 9, 2019

By: 

PAULA McMILLIN

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER, JOHN
F. PRENDERGAST, RAYMOND and
ROSARIO ALVAREZ, KAREN EASON,
JENNIFER SOWERS, JENNIFER
FRANKLIN, JORDAN AMRANI, CRYSTAL
GILLESPIE, MELISSA STALKER, DILLEN
STEEBY, PAULA McMILLIN, JOSEPH C.
HARP Jr., and JAMES and MELISSA JUGO
TINNEY, individually and on behalf of
all others similarly situated,

CASE NO. 3:17-CV-01091-VAB

v.

TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA,
INC., TOYOTA MOTOR SALES, USA, INC.,
TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC. and TOYOTA MOTOR
MANUFACTURING, INDIANA, INC.

DECLARATION OF JAMES AND MELISSA JUGO TINNEY

I, JAMES AND MELISSA JUGO TINNEY, declare as follows:

1. We are the named Plaintiffs in the above-captioned case. We have personal knowledge of the facts stated herein and, if called upon to testify, would be competent to do so.
2. In December, 2015, we purchased a new 2016 Sienna equipped with power sliding doors from Bert Wolfe Toyota in Charleston, West Virginia.
3. We became aware of a sliding door defect in our Sienna through online news coverage. As the parents of three children, the safety of our children is our top priority. In addition,

the feature of automatic sliding doors was a key factor in choosing to purchase the van, which would allow for smooth transitions at various activities for the children. The news reports caused us serious concern about the safety of the vehicle and the safety of our children during transport. Finally, it also caused us concern that the public market for the resale of the vehicle would be impacted, due to the loss of confidence in that we believed is a key purchasing feature for this type of vehicle.

4. In May 2017, we contacted one of plaintiffs' counsel regarding my Sienna's power sliding door defect. Following a series of emails and conversations, we retained plaintiffs' counsel to represent us in this case. These firms were retained to prosecute our claims as a class action and we agreed to act as a representative plaintiffs in the litigation. We understand that as class representatives, we have a duty to put the Class' interests ahead of our individual interests and to act in the best interests of the Class.

5. Our interests are aligned with those of the Class. We have throughout sought to maximize the benefits recovered by the Class for Toyota's inadequate power sliding door assembly. We have no interest that is antagonistic with or which conflicts with the interests of the Class.

6. Since joining the case, we periodically communicate with our attorneys to keep updated regarding what was happening in the case and to answer questions regarding what was happening with our Sienna. The communications included, among other things, initial conversations regarding the issues with our Sienna, verifying information prior to the joining the Class Action Complaint, updating attorneys on any change in status in our efforts to get the door fixed, discussing the status of the litigation, and discussing the status of settlement discussions.

We communicated with my attorneys on multiple occasions, via email and telephone, and searched emails, files, and other documents to make sure we gave them all of the required information.

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 Siennas' power sliding doors. I have no interest that is antagonistic to or conflicts with the interests of the Class.


8. We spent substantial time and effort pursuing the litigation and the interests of the class. We roughly estimate that we spent 20 hours researching issues with the power sliding doors on our Sienna, communicating with counsel, coordinating with counsel to provide our vehicle for a potential inspection, reviewing documents at counsel's request, and searching for documents and information at counsel's request.

9. I reviewed 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 Sienna vehicles significant benefits, including Toyota's provision of a Customer Confidence Program that provides for a free door inspection of all Class members' Siennas during the year following the final approval of the proposed settlement and, if necessary, repairs to certain covered parts of the vehicles' power sliding power doors at no cost to them, and warranty coverage for these covered parts of the Sienna sliding doors for ten (10) years from first use of the vehicle. I also believe Toyota's providing a free loaner vehicle during inspection and repairs under the Customer Confidence Program that will take longer than four hours is an important benefit. It is also fair and valuable that those who paid to have covered parts of their power sliding doors replaced can ask for reimbursement for amounts they paid through the out-of-pocket reimbursement program that is part of the settlement.


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

Dated: May 8, 2019

By:



JAMES TINNEY



MELISSA JUGO TINNEY