

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

NED SIMERLEIN, JAMES ECKHOFF, MARICEL
LOPEZ, CRAIG KAISER and JOHN F.
PRENDERGAST, 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

SETTLEMENT AGREEMENT

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WHEREAS, Plaintiffs' complaints in the above-referenced Action and the Related Action (all terms defined below) allege that the power sliding doors in certain Toyota Sienna vehicles are defective;

WHEREAS, Class Counsel have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of the claims, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens, and costs of further prosecution of their claims, and taking into account the substantial benefits to be received pursuant to this Settlement Agreement and that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of Class Representatives and the other Class Members;

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

WHEREAS, as a result of extensive arm's length negotiations, Class Representatives, Class Counsel, and Toyota have entered into this Settlement Agreement;

WHEREAS, Class Counsel represent and warrant that they are fully authorized to enter into this Settlement Agreement on behalf of Class Representatives, and that Class Counsel have consulted with and confirmed that all proposed Class Representatives fully support and have no objection to this Settlement Agreement; and

WHEREAS, it is agreed that this Settlement Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or

local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by Toyota or any of the Released Parties, or of the truth or validity of any of the claims that Class Representatives have asserted;

NOW, THEREFORE, without any admission or concession by Class Representatives or Class Counsel of any lack of merit to their allegations and claims, and without any admission or concession by Toyota of any liability or wrongdoing or lack of merit in its defenses, in consideration of the mutual covenants and terms contained herein, and subject to both the preliminary and final approval by the Court, Class Counsel, Class Representatives, and Toyota agree as follows:

I. PROCEDURAL HISTORY

A. *Simerlein, et al. v. Toyota Motor Corporation, et al.*

1. On June 30, 2017, plaintiff Ned Simerlein (“Simerlein”) filed a class action complaint against Toyota Motor Corporation, Toyota Motor North America, Inc., Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Manufacturing, Indiana, Inc. (the “*Simerlein* Defendants”) in the United States District Court for the District of Connecticut. *Simerlein et al., v. Toyota Motor Corporation et al.*, Case No. 3:17-cv-01091-VAB (D. Conn.). Simerlein asserted class claims under Connecticut’s consumer protection statute (the 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 2011-2017 Toyota Sienna minivans equipped with power sliding rear doors, which Simerlein alleged were defective.

2. On October 6, 2017, Simerlein, along with additional named plaintiffs James Eckhoff, Marciel Lopez, John F. Prendergast, and Craig Kaiser (together with Simerlein, the

“*Simerlein* Plaintiffs”) filed an amended complaint asserting the state law claims of the additional plaintiffs and making additional allegations against the *Simerlein* Defendants.

3. On October 31, 2017, the *Simerlein* Defendants submitted an unopposed motion for an extension of time to respond to the amended complaint. On November 1, 2017, the Court granted this motion and set December 4, 2017 as the deadline for the *Simerlein* Defendants to file their motion to dismiss the amended complaint, January 22, 2018 as the deadline for the *Simerlein* Plaintiffs to respond to the motion, and February 21, 2018 as the deadline for the *Simerlein* Defendants to file a reply. The Court further ordered the parties to file a joint case management report, pursuant to Fed. R. Civ. P. 26(f), no later than December 20, 2017.

4. On December 4, 2017, the *Simerlein* Defendants filed their motion to dismiss the amended complaint.

5. On December 20, 2017, as directed by the Court, the parties submitted their joint case management report.

6. On January 5, 2018, counsel for the parties appeared before the Court for a telephonic status conference pursuant to Fed. R. Civ. P. 16. On January 12, 2018, the Court issued a scheduling order that, among other things, set December 21, 2018 as the deadline for the completion of fact discovery, and August 2, 2019 as the deadline for the completion of all briefing and expert discovery in connection with Plaintiffs’ intended class certification motion.

7. On January 22, 2018, the *Simerlein* Plaintiffs filed their opposition to the motion to dismiss the amended complaint, and, on February 21, 2018, the *Simerlein* Defendants filed their reply in further support of their motion.

8. On February 27, 2018, the *Simerlein* Plaintiffs filed a motion to strike portions of the *Simerlein* Defendants’ reply, or, in the alternative, for leave to file a sur-reply memorandum.

The *Simerlein* Defendants filed an opposition to this motion on February 28, 2018. On August 1, 2018, the Court granted the *Simerlein* Plaintiffs' motion to file a sur-reply and directed the *Simerlein* Plaintiffs to file their sur-reply memorandum, which was done that same day. The motion to dismiss is fully briefed.

9. On August 24, 2018, the Court continued the hearing on the motion to dismiss to September 27, 2018.

10. On September 25, 2018, the Court granted the parties' request to adjourn the argument on the motion to dismiss and set a telephonic status conference for November 15, 2018.

11. On November 7, 2018, the Court granted the parties' joint motion to reschedule the telephonic status conference to December 12, 2018.

12. In crafting their pleadings and responding to the *Simerlein* Defendants' motion to dismiss, counsel for the *Simerlein* Plaintiffs conferred extensively with their independent automotive engineering consultant.

13. The *Simerlein* Defendants have provided confirmatory and informal discovery consisting of over 100,000 pages of internal Toyota documents. In addition, Class Counsel interviewed a Toyota engineer who is knowledgeable about the Sienna vehicles and parts at issue as part of confirmatory and informal discovery.

14. On December 7, 2018, Class Counsel filed a Second Amended Class Action Complaint in this Court.

B. *Franklin, et al. v. Toyota Motor Corporation, et al.*

1. On June 23, 2017, plaintiffs Tonya Combs, James Tinney, Melissa Jugo Tinney, Crystal Gillespie, Melissa Stalker and Joseph C. Harp Jr. (collectively, the "*Combs/Franklin*

Plaintiffs,” with the later additions noted below) filed a class action complaint against defendants Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., and Toyota Motor Engineering and Manufacturing North America, Inc. (the “*Combs/Franklin* Defendants”) in the United States District Court for the Central District of California. *Combs, et al. v. Toyota Motor Corporation, et al.*, Case No. 2:17-cv-04633-VAP-AFM (C.D. Cal.). The *Combs/Franklin* Plaintiffs asserted class claims under various states’ consumer protection statutes, express and implied warranty claims, a claim under the Magnusson-Moss Warranty Act on behalf of a proposed nationwide class, fraudulent omission, and unjust enrichment arising from the manufacture and sale of 2011-2017 Toyota Sienna minivans equipped with power sliding rear doors, which the *Combs/Franklin* Plaintiffs alleged were defective.

2. 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, asserted additional state law claims on their behalf, and included additional allegations against the *Combs/Franklin* Defendants. On November 2, 2017, the court approved a stipulation setting December 4, 2017 as the deadline for the *Combs/Franklin* Defendants to respond to the first amended complaint.

3. 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. The second amended complaint asserted state law claims on behalf of the new plaintiffs and included additional allegations against the *Combs/Franklin* Defendants.

4. On February 20, 2018, the *Combs/Franklin* Defendants filed a motion to dismiss the second amended complaint. On April 20, 2018, the *Combs/Franklin* Plaintiffs filed their

opposition to the motion, and, on May 25, 2018, the *Combs* Defendants filed their reply in further support of the motion. The motion to dismiss is fully briefed.

5. On July 20, 2018, the court continued the hearing on the motion to dismiss to September 24, 2018.

6. On September 21, 2018, the court continued the hearing on the motion to dismiss to November 19, 2018.

7. On November 9, 2018, the court granted the parties' stipulation to reschedule the hearing on the motion to dismiss to December 17, 2018.

8. In crafting their pleadings, counsel for the *Combs/Franklin* Plaintiffs conferred extensively with their independent automotive engineering consultant.

9. The *Combs/Franklin* Defendants have provided informal discovery which, as discussed above, counsel for the *Combs/Franklin* Plaintiffs together with counsel with the *Simerlein* Plaintiffs have reviewed.

10. The *Combs/Franklin* Defendants have provided confirmatory and informal discovery consisting of over 100,000 pages of internal Toyota documents. In addition, Class Counsel interviewed a Toyota engineer who is knowledgeable about the Sienna vehicles and parts at issue as part of confirmatory and informal discovery.

II. DEFINITIONS

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

B. "Action" means *Simerlein et al. v. Toyota Motor Corporation et al.*, Case No. 3:17-cv-01091-VAB (D. Conn.).

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

D. “Attorneys’ Fees, Costs, and Expenses” means such funds as may be awarded by the Court to compensate any and all attorneys representing plaintiffs who have assisted in conferring the benefits upon the Class under this Settlement Agreement for their fees and expenses in connection with the Action and the Related Action and the Settlement Agreement, as described in Section VIII of this Settlement Agreement.

E. “Claim” means the claim of a Class Member or his or her or its representative submitted on a Claim Form as provided in this Settlement Agreement.

F. “Claimant” means a Class Member who has submitted a Claim.

G. “Claim Form” means the document in substantially the same form as Exhibit A attached to this Settlement Agreement by which a Claim shall be submitted.

H. “Claim Period” means the time frame in which Class Members may submit a Claim Form to the Settlement Notice Administrator, which shall run from the date of the Initial Notice Date up to and including sixty (60) days after the Court’s issuance of the Final Order and Final Judgment.

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

J. “Class” means, for settlement purposes only, 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 that timely and properly exclude themselves from the Class as provided in this Settlement Agreement.

K. "Class Action Complaint" means the Second Amended Class Action Complaint filed in this Court on December 7, 2018.

L. "Class Counsel" means 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.

M. "Class Member" means a member of the Class.

N. "Class Notice" means the notice program described in Section IV, below.

O. "Class Representatives" means Ned Simerlein, James Eckhoff, Marciel Lopez, Craig Kaiser, John Prendergast, plaintiffs in the Action, and James Tinney, Melissa Jugo Tinney, Crystal Gillespie, Melissa Stalker, Joseph C. Harp Jr., Jordan Amrani, Dillen Steeby, Paula McMillin, Raymond Alvarez, Rosario Alvarez, Karen Eason, Jennifer Franklin and Jennifer Sowers, plaintiffs in the Related Action.

P. "Court" means the United States District Court for the District of Connecticut.

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

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

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

1. if no appeal has been taken from the Final Order and/or Final Judgment, “Final Effective Date” means the date on which the time to appeal therefrom has expired; or
2. if any appeal has been taken from the Final Order and/or Final Judgment, “Final Effective Date” means the date on which all appeals therefrom, including petitions for rehearing for reargument, petitions for rehearing *en banc*, and petitions for certiorari or any other form of review, have been finally disposed of in a manner that affirms the Final Order or Final Judgment; or
3. subject to Court approval, if Class Counsel and Toyota agree in writing, the “Final Effective Date” can occur on any other agreed date.

T. “Final Judgment” means the Court’s final judgment, which is to be substantially in the form attached hereto as Exhibit C.

U. “Final Order” means the Court’s order approving the Settlement Agreement and awarding Attorneys’ Fees, Costs and Expenses and Class Representative service awards, which is to be substantially in the form attached hereto as Exhibit D.

V. “First Use” means the date that the Subject Vehicle was originally sold or leased.

W. “Initial Notice Date” means the date on which the first notice is disseminated to the Class.

X. “Inspection Protocol” means the procedures for review and inspection by Toyota Dealers of the Subject Vehicles’ sliding doors pursuant to the terms of this Settlement Agreement.

Y. “Loaner Vehicle” means a vehicle of any potential make, model, or year, provided pursuant to the Customer Confidence Program (defined below).

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

AA. “Notice Program” means the notice plan and methods set forth in Section IV, below, of this Settlement Agreement.

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

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

DD. “Plaintiffs’ Counsel” means counsel for plaintiffs in the Action, Demet Basar of Wolf Haldenstein Adler Freeman & Herz LLP, David Slossberg of Hurwitz Sagarin Slossberg & Knuff, LLC, David Cutshaw of Cohen & Malad, LLP, and Elbert Nasis of Forchelli, Curto, Deegan, Schwartz, Mineo & Terrana, LLP, and counsel for plaintiffs in the Related Action, Dee Miles of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., Adam Levitt of DiCello Levitt & Casey LLC, R. Scott Long of Hendrickson & Long, PLLC and Eric Dirks of Williams Dirks Dameron LLC.

EE. “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the settlement as outlined in Section IX, below, and to be substantially in the form attached hereto as Exhibit F.

FF. “Publication Notice” means the publication notice substantially in the form attached hereto as Exhibit G.

GG. “Recall” means Toyota’s “Safety Recall G04: Certain 2011-2016 Model Year Sienna Vehicles Power Sliding Door” published on or about November 22, 2016.

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

II. “Related Action” means *Combs, et al. v. Toyota Motor Corporation, et al.*, Case No. 2:17-cv-04633-VAP-AFM (C.D. Cal.).

JJ. “Released Parties” or “Released Party” means any Toyota entity, including, but not limited to, Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc., Toyota Motor Engineering and Manufacturing North America, Inc., and Toyota Motor Manufacturing Indiana, and each of their past, present, and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, representatives, suppliers, vendors, advertisers, service providers, distributors and sub-distributors, agents, attorneys, administrators, and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

KK. “Salvaged” means that the title, at any point, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity.

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

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

NN. “Sienna Sliding Door Functional Inspection” means the inspection described in Section III.A.3, below, of this Settlement Agreement.

OO. “Subject Vehicles” means 2011 through 2018 model year Toyota Sienna vehicles.

PP. “Toyota” or “Defendant” means 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.

QQ. “Toyota Dealers” means authorized Toyota dealers.

RR. “Toyota’s Counsel” means John P. Hooper and King & Spalding LLP.

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

TT. The terms “he or she” and “his or her” include “it” or “its” where applicable.

III. SETTLEMENT RELIEF

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

implementing the relief specified in this Section III of this Settlement Agreement shall be the sole obligation of and paid by Toyota.

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

A. Customer Confidence Program

1. Toyota will offer the Customer Confidence Program to all Class Members as specified in this Section. A Class Member's rights under the Customer Confidence Program are transferred with the Subject Vehicle. Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit. The Customer Confidence Program will provide prospective coverage for repairs to the following sliding door parts but only those repairs that are related to internal functional concerns of the following parts that impede the closing and opening operations of the sliding door in manual and power modes:

- (i) Sliding Door Cable Sub-Assembly for All Subject Vehicles. The duration of prospective coverage for the sliding door cable sub-assembly will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use of the Subject Vehicle.
- (ii) Sliding Door Center Hinge Assembly for All Subject Vehicles. The duration of prospective coverage for the sliding door center hinge assembly will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use of the Subject Vehicle.
- (iii) Fuel Door Pin and Fuel Door Hinge for All Subject Vehicles. The duration of prospective coverage for the fuel door pin and hinge will begin following the date

of Final Order and Final Judgment and run for ten (10) years from the date of First Use of the Subject Vehicle.

- (iv) Sliding Door Front Lock Assembly. For model year 2017–2018 Subject Vehicles and for certain model year 2016 Subject Vehicles to which the current Warranty Enhancement Program ZH4 does not apply, the duration of prospective coverage for the sliding door front lock assembly will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use. For model year 2011–2015 Subject Vehicles and for certain model year 2016 Subject Vehicles to which the Warranty Enhancement Program ZH4 applies, the current Warranty Enhancement Program ZH4, which is applicable for nine years from the Subject Vehicle’s date of First Use, will be extended by one additional year.
- (v) Sliding Door Rear Lock Assembly. For model year 2016–2018 Subject Vehicles and for certain model year 2015 Subject Vehicles to which the current Warranty Enhancement Program ZH5 does not apply, the duration of prospective coverage for the sliding door front lock assembly will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use. For model year 2011–2014 Subject Vehicles and for certain model year 2015 Subject Vehicles to which the Warranty Enhancement Program ZH5 applies, the current Warranty Enhancement Program ZH5, which is applicable for nine years from the Subject Vehicle’s date of First Use, will be extended by one additional year.

(vi) G04 Recall Remedy Kit for Model Year 2011–2016 Subject Vehicles. The G04 Recall Remedy Kit is subject to a one-year replacement part warranty under the terms of the G04 Recall. Pursuant to this Agreement’s Customer Confidence Program, this one-year warranty will be extended an additional one year – for a total of two years – from the date the G04 Recall Remedy was or is performed. If the G04 Recall Remedy was performed more than one year prior to the date of entry of the Final Order and Final Judgment, then the Customer Confidence Program will provide an additional one year of coverage for the G04 Recall Remedy Kit from the date of entry of the Final Order and Final Judgment.

2. Toyota shall provide a Loaner Vehicle, if requested, to eligible Class Members whose Subject Vehicles are undergoing a repair pursuant to Section III.A.1, above, of this Settlement Agreement. In appropriate circumstances, where the Class Member has a demonstrated need for a Loaner Vehicle similar to the Subject Vehicle, Toyota, through its dealers, shall use good faith efforts to satisfy the request.

3. Pursuant to the Customer Confidence Program, Class Members who have a concern about their Subject Vehicles’ sliding doors may have their Subject Vehicles’ sliding doors inspected by an authorized Toyota Dealer at no cost to them, pursuant to the terms of this paragraph. Each Subject Vehicle is eligible for one Sienna Sliding Door Functional Inspection within one year from the date of entry of the Final Order and Final Judgment. Pursuant to this paragraph and upon a Class Member’s request to an authorized Toyota Dealer to inspect a Subject Vehicle’s sliding doors, the Toyota Dealer will inspect the Subject Vehicle’s sliding doors based on the following Inspection Protocol:

STEP 1. Using Techstream, perform a Health Check.

Are ANY current Diagnostic Trouble Codes (DTCs) for the power sliding door stored?

YES — Record stored DTCs, then continue to step 2.

NO — Continue to step 2.

STEP 2. Check the sliding door operation with power ON.

Check to see if the sliding door can be fully opened and closed.

Yes- Then continue to step 3.

No – Confirm the power slide door is getting power. Then continue to step 3.

STEP 3. Check the sliding door operation with power OFF. Turn the power sliding door OFF by pushing the main switch.

a. Check to see if the sliding door can be fully opened and closed.

Yes – Proceed to step 3b.

No – Inspect upper Fuel Lid hinge for separation. If separated, replace Fuel Lid, then continue to the next step.

b. Check the sliding door in manual operation by opening and closing the door repeatedly. Feel for indications of abnormal conditions (e.g., damaged slide door cable or seized PSD center hinge bushing).

Question 1: Is door difficult to slide open and closed?

YES — Inspect slide door cable assembly for damage or breakage. Also inspect for seized PSD center hinge bushing. Replace as needed.

NO — Continue question 2.

Question 2: Are door latch functions inoperative when the door is at closing position?

YES — Then proceed to the Front Lock Assembly and Striker Replacement procedure.

NO — Continue to step 4.

STEP 4. Check the data list for half and full latch switch ON/OFF conditions using Techstream. Is switch operation abnormal?

YES — Proceed to the Rear Lock Assembly Replacement procedure.

NO — Continue to step 5.

STEP 5. Using Techstream, perform a final Health Check.

4. Toyota, at its sole discretion, may periodically mail reminder notices of this benefit to Class Members after the issuance of the Final Order and Final Judgment. The reminder notices shall notify the Class Members of the timing of this Customer Confidence Program. Toyota shall provide draft reminder notices to Class Counsel for review and comment.

5. Toyota shall identify the VIN numbers for the Subject Vehicles utilizing IHS Automotive, Driven by Polk data to identify names and addresses for Class Members. In addition, the Direct Mail Notice attached hereto as Exhibit B will summarize the Customer Confidence Program, which shall also be available on the settlement website.

B. Out-of-Pocket Claims Process

1. Class Members, during the Claim Period, may submit Claims for previously paid out-of-pocket expenses incurred to repair a condition that is covered by the Customer Confidence Program that were not otherwise reimbursed and that were incurred prior to the Initial Notice Date. Out-of-pocket expenses that are the result of damage, post-collision issues, and/or misuse/abuse will not be eligible for reimbursement.

2. As part of the Claims Process, Class Members shall be eligible for the relief in this Section, if Class Members: (a) complete and timely submit Claim Forms, with supporting documentation, to the Settlement Claims Administrator within the Claim Period; (b) have Claims that are eligible for reimbursement; and (c) do not opt out of the settlement. The Claim Form shall be available on the settlement website and can be submitted in either hard-copy or online. In no event shall a Class Member be entitled to submit more than one Claim Form per Subject Vehicle for the claims at issue. Sufficient proof shall include, but not be limited to, proof of ownership/lease and documentation of cost incurred, condition that is covered by the Customer Confidence Program and to which the out-of-pocket expense applies, and remedy for said condition.

3. The Settlement Notice Administrator shall receive the Claims, whether submitted electronically via the settlement website or in paper copy, and the Settlement Claims Administrator shall administer the review and processing of Claims. The Settlement Claims

Administrator shall have the authority to determine whether Claim Forms submitted by Class Members are complete and timely.

4. If a Claim is deficient, the Settlement Claims Administrator shall direct the Settlement Notice Administrator to mail a notice of deficiency letter to the Class Member and email notice to the Class Member if an email address was provided, requesting that the Class Member complete and/or correct the deficiencies and resubmit the Claim Form within sixty (60) days of the date of the letter and/or e-mail from the Settlement Notice Administrator. If the Class Member fails to provide the requested documentation or information, that Claim shall be processed in part only to the extent feasible or, if it cannot feasibly be processed at all, be denied without further processing. The Settlement Claims Administrator shall use their best efforts to complete their review of timely and completed Claim Forms within ninety (90) days of receipt. The Settlement Claims Administrator's review period for submitted Claims shall not be required to commence any earlier than sixty (60) days after the occurrence of the Final Effective Date.

(a) If accepted for payment, the Settlement Claims Administrator shall pay the Claim of the Class Member and shall use its best efforts to pay timely, valid, and approved Claims within ninety (90) days after receipt of the Claim; provided, however, that this date occurs after the issuance of the Final Order and Final Judgment approving the settlement. The Settlement Claims Administrator shall periodically request funds from Toyota to pay the approved Claims with sufficient time to allow Toyota to obtain and provide the funds to the Settlement Claims Administrator.

(b) If the Claim is rejected for payment, in whole or in part, the Settlement Claims Administrator shall notify Class Counsel and Toyota's Counsel of said rejection of Class Member's Claim and the reason(s) why. The decision of the Settlement Claims Administrator

shall be final; provided, however, that Class Counsel and Toyota's Counsel may meet and confer to resolve any denied Claims. If Class Counsel and Toyota jointly recommend payment of the Claims or payment of a reduced claim amount, then Toyota's Counsel shall inform the Settlement Claims Administrator, who shall instruct Toyota to pay said Claims. If Class Counsel and Toyota's Counsel disagree, they shall notify the Settlement Claims Administrator who shall make a final determination as to whether the Claim shall be paid. If a Claim is rejected in full or in part, the Settlement Claims Administrator shall direct the Settlement Notice Administrator to mail a notice of rejection letter to the Class Member and email notice to the Class member if an e-mail address was provided.

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

6. No person shall have any claim against Toyota, the Settlement Claims Administrator, Class Representatives, the Class, Plaintiffs' Counsel, Class Counsel, Toyota's

Counsel, or the Settlement Notice Administrator based on any eligibility determinations made in accordance with the Settlement Agreement.

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

IV. NOTICE TO THE CLASS

A. Class Notice

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

B. Direct Mail Notice

1. Beginning on or about March 1, 2019, the Settlement Notice Administrator shall begin to send the Direct Mail Notice, substantially in the form attached hereto as Exhibit B, by U.S. Mail, proper postage prepaid, to the current and former registered owners of Subject

Vehicles, as identified by data to be forwarded to the Settlement Notice Administrator by IHS Automotive, Driven by Polk. The Direct Mail Notice shall inform potential Class Members how to obtain the Long Form Notice via the settlement website, via regular mail or via a toll-free telephone number, pursuant to Sections IV.D. through F., below. In addition, the Settlement Notice Administrator shall: (a) re-mail any notices returned by the United States Postal Service with a forwarding address; (b) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for better addresses and promptly mail copies of the applicable notice to any updated addresses so found.

2. In addition to the Direct Mail Notice, attached hereto as Exhibit B, Toyota reserves the right to include as part of the Direct Mail Notice, a Customer Letter from Toyota – the content of which shall be agreed to by the Parties and approved by the Court. The Customer Letter shall provide Class Members with specific direction and information on when and how to receive the benefits of the Customer Confidence Program.

C. **Publication Notice**

1. Beginning approximately 60 days after the issuance of the signed Preliminary Approval Order, the Settlement Notice Administrator shall cause the publication of the Publication Notice, as described in the Declaration of the Settlement Notice Administrator, in such additional newspapers, magazines, and/or other media outlets as shall be agreed upon by the Parties. The form of the Publication Notice agreed upon by the Parties is in the form substantially similar to the one attached to the Agreement as Exhibit G.

D. **Internet Website**

1. The Settlement Notice Administrator shall establish a settlement website that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court, including, but not limited to, the Settlement Agreement, the Publication Notice, Frequently Asked Questions and Answers, and Court documents that may be of interest to most Class Members.

E. **Long Form Notice**

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

The Long Form Notice shall be in a form substantially similar to the document attached to this Settlement Agreement as Exhibit E, and shall advise Class Members of the following:

1. **General Terms:** The Long Form Notice shall contain a plain and concise description of the nature of the Action and the Related Action, the history of the litigation of the claims, the preliminary certification of the Class for settlement purposes, and the Settlement Agreement, including information on the identity of Class Members, how the Settlement Agreement would provide relief to the Class and Class Members, the Release under the Settlement Agreement, and other relevant terms and conditions.

2. **Opt-Out Rights:** The Long Form Notice shall inform Class Members that they have the right to opt out of the settlement. The Long

Form Notice shall provide the deadlines and procedures for exercising this right.

3. Objection to Settlement: The Long Form Notice shall inform Class Members of their right to object to the Settlement Agreement, the requested award of Attorneys' Fees, Costs and Expenses, and/or the requested Class Representative service awards, and to appear at the Fairness Hearing. The Long Form Notice shall provide the deadlines and procedures for exercising these rights.

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

2. Dissemination of Long Form Notice.

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

F. Toll-Free Telephone Number

The Settlement Notice Administrator shall establish a toll-free telephone number that will provide settlement-related information to Class Members.

G. **Internet Banner Notifications**

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

H. **Class Action Fairness Act Notice**

The Settlement Notice Administrator shall send to each appropriate State and Federal official, the materials specified in 28 U.S.C. § 1715, and shall otherwise comply with its terms. The identities of such officials and the content of the materials shall be mutually agreeable to the Parties and in all respects comport with statutory obligations.

I. **Duties of the Settlement Notice Administrator**

1. The Settlement Notice Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Direct Mail Notice; (b) handling returned mail not delivered to Class Members; (c) attempting to obtain updated address information for any Direct Mail Notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Settlement Agreement; (e) responding to requests for Long Form Notice; (f) receiving and maintaining on behalf of the Court any Class Member correspondence regarding requests for exclusion and/or objections to the Settlement Agreement; (g) forwarding written inquiries to Class Counsel or their designee for a response, if warranted; (h) establishing a post-office box for the receipt of any correspondence; (i) responding to requests from Class Counsel and/or Toyota's Counsel; (j) establishing and maintaining a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Action and the Related Action and the Settlement

Agreement; (k) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement Agreement; and (l) coordinating with the Settlement Claims Administrator regarding the forwarding of Claims. The Settlement Notice Administrator shall also be responsible for, without limitation, implementing the terms of the Claims Process and related administrative activities. The Settlement Notice Administrator shall be responsible for arranging for the publication of the Publication Notice, establishing internet banner notifications, and for consulting on Class Notice. The Settlement Notice Administrator shall coordinate their activities to minimize costs in effectuating the terms of this Settlement Agreement.

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

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

4. Not later than 20 days before the date of the Fairness Hearing, the Settlement Notice Administrator shall file with the Court a list of those persons who have opted out or excluded themselves from this settlement and the terms of this Settlement Agreement. The Settlement Notice Administrator shall file with the Court the details outlining the scope, method and results of the Notice Program.

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

J. **Self-Identification**

Persons or entities who believe that they are Class Members may contact Class Counsel or the Settlement Notice Administrator and provide necessary documentation indicating that they wish to be eligible for the relief provided in this Settlement Agreement.

V. **REQUESTS FOR EXCLUSION**

A. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Settlement Notice Administrator at the address provided in the Long Form Notice, specifying that he or she wants to be excluded and otherwise complying with the terms stated in the Long Form Notice and Preliminary Approval Order. The written request must include:

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

B. The Settlement Notice Administrator shall forward copies of any written requests for exclusion to Class Counsel and Toyota's Counsel. A list reflecting all requests for exclusion shall be filed with the Court by the Settlement Notice Administrator no later than 20 days before the Fairness Hearing. If a potential Class Member files a request for exclusion, he or she may not file an objection under Section VI, below.

C. Any Class Member who does not file a timely written request for exclusion as provided in this Section V shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release, Final Judgment, and Final Order in the Action, even if he, she, or it has litigation pending or subsequently initiates litigation against Toyota relating to the claims and transactions released in the Action and the Related Action. Toyota's Counsel shall provide to the Settlement Notice Administrator, within 20 business days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending litigation against Toyota relating to claims involving the Subject Vehicles and/or otherwise covered by the Release.

VI. OBJECTIONS TO SETTLEMENT

A. The Notices also shall include a procedure for Class Members to object to the Settlement Agreement, the requested award of Attorneys' Fees, Costs, and Expenses, and/or the requested Class Representatives service awards. Objections must be filed electronically with the Court, or mailed to the Clerk of the Court, Class Counsel, and Defendant's counsel. For an objection to be considered by the Court, the objection must be received by the Court on or before the Opt-Out Deadline. For an objection to be considered by the Court, the objection must also set forth (subject to approval by the Court):

1. The name of the Action;
2. The objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address;
3. An explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s);
4. Whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class and all grounds for the objection, accompanied by any legal

support for the objection known to the objector or his counsel, and any documents supporting the objection;

5. The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;

6. The full name, telephone number and address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees, Costs and Expenses;

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

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

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

10. The objector's dated signature.

B. Any Class Member who fails to comply with the provisions of Section VI.A., above, shall be deemed to have waived and forfeited any and all rights he or she may have to appear separately and object, whether by a subsequent objection, intervention, appeal, or any other process, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Order,

and the Final Judgment in the Action and the Related Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of this Section VI.B. Without limiting the foregoing, any challenge to the Settlement Agreement, Final Order, or Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through collateral proceedings. Class Members may not both object and request exclusion (opt out).

C. Any Class Member who objects to the Settlement Agreement shall be entitled to all the benefits of the Settlement Agreement if the Settlement Agreement and the terms contained herein are approved, as long as the objecting Class Member complies with all requirements of this Settlement Agreement applicable to Class Members.

VII. RELEASE AND WAIVER

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

B. In consideration for the Settlement Agreement, Class Representatives, and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action 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' sliding doors, and/or associated parts that are, or could have been, defined, alleged, or described in the Class Action Complaint, the Action, the Related Action or any amendments of the Action or the Related Action. Notwithstanding the foregoing, Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or actual physical property damage arising from an accident involving a Subject Vehicle.

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

D. The Final Order will reflect these terms.

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

F. Class Representatives shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this settlement and the Settlement Agreement.

G. In connection with the Settlement Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they and other Class Members may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action or the Related Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel and Class Representatives in executing this Settlement Agreement to fully, finally, and forever settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action and the Related Action.

H. Class Representatives expressly understand and acknowledge that they will be deemed by the Final Judgment and Final Order to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Class Representatives expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

I. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim

for benefits, proceeds, or value under the Action, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the claims that they are releasing under the Settlement Agreement or in any benefits, proceeds, or values in the claims that they are releasing under the Settlement Agreement.

J. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, expert or consultant fees, interest, litigation expenses, or any other fees, costs, and/or disbursements incurred by Class Counsel, Plaintiffs' Counsel, Class Representatives, or other Class Members who claim to have assisted in conferring the benefits under this Settlement Agreement upon the Class.

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

L. Class Representatives, Plaintiffs' Counsel, Class Counsel, and any other attorneys who receive attorneys' fees and costs from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

M. The Parties specifically understand that there may be further pleadings, discovery requests and responses, testimony, or other matters or materials owed by the Parties pursuant to existing pleading requirements, discovery requests, or pretrial rules, procedures, or orders, and that, by entering into this Settlement Agreement, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.

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

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

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

A. The Parties did not discuss the payment of Attorneys' Fees, Costs, and Expenses, and Class Representative service awards, until after the substantive elements of the Settlement Agreement had been agreed upon.

B. After agreeing to the principal terms set forth in this Settlement Agreement, Class Counsel and Toyota's Counsel negotiated the amount of Attorneys' Fees, Costs, and Expenses that, separate and apart from the consideration for this settlement, following application to the Court and subject to Court approval, would be paid by Toyota as the fee award and costs and expense reimbursement to Plaintiffs' Counsel. As a result of these negotiations, Class Counsel agrees to limit any petition for an award of Attorneys' Fees, Costs, and Expenses in the Action to the amount of \$6.5 million for attorneys' fees and up to \$500,000.00 in costs and expenses, which shall include the payment of Class Representative service awards. The Attorneys' Fees, Costs, and Expenses awarded by the Court shall be the sole compensation paid by Toyota for all

Plaintiffs' Counsel in the Action and Related Action and/or for work incurred that inured to the benefit of the Class.

C. Class Counsel may petition the Court for Class Representative service awards of up to \$2,500.00 per Class Representative for bringing the Action and the Related Action and for their time in connection with the Action and Related Action.

D. Within thirty (30) days after the occurrence of the Final Effective Date, Toyota shall pay the Attorneys' Fees, Costs and Expenses and Class Representative service awards that are awarded by the Court to an account established by Class Counsel. Thereafter, Class Counsel shall distribute the award of Attorneys' Fees, Costs, and Expenses among Plaintiffs' Counsel and the Class Representative service awards to Class Representatives. The Attorneys' Fees, Costs, and Expenses paid by Toyota as provided for in this Agreement shall be allocated by Class Counsel among other plaintiffs' counsel in a manner that Class Counsel in good faith believe reflects the contributions of plaintiffs' counsel to the prosecution and settlement of the claims against Toyota in the Action and the Related Action.

E. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' Fees, Costs, and Expenses awarded by the Court to Class Counsel, or concerning the amounts of Class Representative service awards that are awarded by the Court to Class Representatives, shall affect whether the Final Order and Final Judgment are final or constitute grounds for cancellation or termination of the settlement.

IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT, AND RELATED ORDERS

A. The Parties shall seek from the Court, within 14 days after the execution of this Settlement Agreement, a Preliminary Approval Order in a form substantially similar to Exhibit F. The Preliminary Approval Order shall, among other things:

1. Certify a nationwide settlement-only Class, approve Class Representatives as Class Representatives, and appoint Class Counsel as counsel for the Class, pursuant to Fed. R. Civ. P. 23;
2. Preliminarily approve the Settlement Agreement;
3. Require the dissemination of the Notice and the taking of all necessary and appropriate steps to accomplish this task;
4. Determine that Class Notice and the Notice Program comply with all legal requirements, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;
5. Schedule a date and time for a Fairness Hearing to determine whether the Settlement Agreement should be finally approved by the Court, and whether the requested Attorneys' Fees, Costs and Expenses and Class Representative service awards should be granted;
6. Require Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion as directed in this Settlement Agreement and Long Form Notice and provide that a failure to do so shall bind those Class Members who remain in the Class;
7. Require Class Members who wish to object to this Settlement Agreement to submit an appropriate and timely written statement as directed in this Settlement Agreement and Long Form Notice;
8. Require Class Members who wish to appear to object to this Settlement Agreement to submit an appropriate and timely written statement as directed in the Settlement Agreement and Long Form Notice;

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

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

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

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

13. Authorize Toyota to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement; and

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

B. After the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Order and Final Judgment in the forms substantially similar to Exhibits D and C, respectively. The Final Judgment and Final Order shall, among other things:

1. Find that the Court has personal jurisdiction over all Class Members in light of Toyota's express waiver of its challenge to personal jurisdiction under Fed. R. Civ. P. 12 for the purposes of settlement only, that the Court has subject matter jurisdiction over the claims asserted in the Action, and that venue is proper;

2. Confirm the certification of the Class for settlement purposes only, pursuant to Fed. R. Civ. P. 23;
3. Finally approve the Settlement Agreement, pursuant to Fed. R. Civ. P. 23;
4. Find that the Class Notice and the Notice Program comply with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;
5. Dismiss the Action with prejudice and without costs (except as provided for herein as to costs), and order the *Combs/Franklin* Plaintiffs and Toyota to file a stipulation of dismissal with prejudice or substantial equivalent for the Related Action;
6. Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Order and Final Judgment;
7. Issue a permanent injunction;
8. Authorize the Parties to implement the terms of the Settlement Agreement;
9. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Order and Final Judgment, and for any other necessary purpose; and
10. Issue related Orders to effectuate the final approval of the Agreement and its implementation.

C. Within five (5) business days of issuance by the Court of the Final Order and Final Judgment, the *Combs/Franklin* Plaintiffs and Toyota shall file a stipulation of dismissal with prejudice or substantial equivalent in the Related Action.

X. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT

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

agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do not limit the rights of Class Members under this Settlement Agreement.

B. This Settlement Agreement shall terminate at the discretion of either Toyota or Class Representatives, through Class Counsel, if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of the Settlement Agreement that the terminating party in its (or their) sole judgment and discretion reasonably determine(s) is material, including, without limitation, the terms of relief, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or the terms of the Release; or (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Order and Final Judgment, or any of the Court's findings of fact or conclusions of law, that the terminating party in its (or their) sole judgment and discretion reasonably determine(s) is material. The terminating party must exercise the option to withdraw from and terminate this Settlement Agreement, as provided in this Section X.B., by a signed writing served on the other Parties no later than 20 days after receiving notice of the event prompting the termination. The Parties will be returned to their positions status quo ante.

C. If an option to withdraw from and terminate this Settlement Agreement arises under Section X.B. above, neither Toyota nor Class Representatives are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

D. If, but only if, this Settlement Agreement is terminated pursuant to Section X.B., above, then:

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

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

3. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Toyota, Class Representatives, or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

4. Toyota and the other Released Parties expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Action or the Related Action, including, without limitation, the argument that the Action or the Related Action may not be litigated as a class action;

5. Class Representatives, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, and on behalf of the Class, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions, or remedies that have been or might later be asserted in the Action or the Related Action including, without limitation, any argument concerning class certification, and treble or other damages;

6. Toyota and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, and arguments in support of, all defenses to the

causes of action or remedies that have been sought or might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability, or damages;

7. Neither this Settlement Agreement, the fact of its having been made, the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to this Settlement Agreement shall be admissible or entered into evidence for any purpose whatsoever;

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

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

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

XI. GENERAL MATTERS AND RESERVATIONS

A. Toyota has denied and continues to deny each and all of the claims and contentions alleged in the Action and the Related Action, and has denied and continues to deny that it has committed any violation of law or engaged in any wrongful act that was alleged, or that could have been alleged, in the Action or the Related Action. Toyota believes that it has valid and complete defenses to the claims asserted against it in the Action and the Related Action and

denies that it committed any violations of law, engaged in any unlawful act or conduct, or that there is any basis for liability for any of the claims that have been, are, or might have been alleged in the Action or the Related Action. Nonetheless, Toyota has concluded that it is desirable that the Action and the Related Action be fully and finally settled in the matter and upon the terms and conditions set forth in this Settlement Agreement.

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

1. Entry by the Court of the Final Order and Final Judgment approving the Settlement Agreement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and

2. Any other conditions stated in this Settlement Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Settlement Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent Toyota from disclosing such information, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers, or attorneys, based on the substance of this Settlement Agreement. Nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made to effectuate the terms and conditions of this Settlement Agreement.

D. Class Representatives and Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither Class Representatives nor their counsel may disclose it to third

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

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

F. Within 90 days after the Final Effective Date (unless the time is extended by agreement of the Parties), Class Counsel, Plaintiffs' Counsel, and any expert or other consultant employed by them in such capacity or any other individual with access to documents provided by Toyota and/or Toyota's Counsel shall either: (i) return to Toyota's Counsel, all such documents and materials (and all copies of such documents in whatever form made or maintained) produced during the settlement process by Toyota and/or Toyota's Counsel and any

and all handwritten notes summarizing, describing or referring to such documents; or (ii) certify to Toyota's Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained) produced by Toyota, and/or Toyota's Counsel and any and all handwritten notes summarizing, describing or referring to such documents have been destroyed, provided, however, that this Section XI.F. shall not apply to any documents made part of the record in connection with a Claim, nor to any documents made part of a Court filing, nor to Class Counsel's and Plaintiffs' Counsel's work product. Nothing in this Settlement Agreement shall affect any confidentiality order or protective order in the Action and/or Related Action.

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

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

I. Class Counsel further represent that Class Representatives: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact-finding; (3) have read the pleadings in the Action and the Related Action or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Settlement Agreement, including the exhibits annexed hereto, or have received a detailed description of it

from Class Counsel and/or Plaintiffs' Counsel and have agreed to its terms; (6) have consulted with Class Counsel about the Action and this Settlement Agreement and the obligations imposed on representatives of the Class; (7) have authorized Class Counsel to execute this Settlement Agreement on their behalf; and (8) shall remain and serve as representatives of the Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that said Class Representatives cannot represent the Class.

J. The Parties acknowledge and agree that no opinion concerning the tax consequences of the Settlement Agreement to Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Settlement Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

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

L. This Settlement Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Class Counsel and Toyota's Counsel on behalf of Toyota. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Settlement Agreement exist among or between them, and that in deciding to enter into this Settlement Agreement, they rely solely upon their judgment and knowledge. This Settlement Agreement supersedes any prior agreements,

understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.

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

N. For the purposes of settlement only, Toyota consents to the personal jurisdiction of the United States District Court for the District of Connecticut and any disagreement and/or action to enforce this Settlement Agreement shall be commenced and maintained only in the United States District Court for the District of Connecticut. However, Toyota reserves the right to contest personal jurisdiction if the Court does not approve the settlement.

O. Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

1. If to Toyota, then to:

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

2. If to the Class, then to:

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

Adam J. Levitt
DiCello Levitt & Casey LLC
10 North Dearborn Street, Eleventh Floor
Chicago, Illinois 60602
Tel.: (312) 214-7900
E-mail: alevitt@dlcfirm.com

Demet Basar
Wolf Haldenstein Adler Freeman & Herz LLP
270 Madison Avenue
New York, New York 10016
Tel.: (212) 545-4600
E-mail: basar@whafh.com

P. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section “Federal Holiday” includes New Year’s Day, Birthday of Martin Luther King, Jr., Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot’s Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States, or the Clerk of the United States District Court for the District of Connecticut.

Q. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

R. The Class, Class Representatives, Class Counsel, Toyota, and/or Toyota's Counsel shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during extensive arm's length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

S. The Parties expressly acknowledge and agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Settlement Agreement, any of its provisions, or any negotiations, statements, or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action or the Related Action, any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce this Settlement Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as, or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, Class Representatives, or the Class or as a waiver by the Released Parties, Class Representatives, or the Class of any applicable privileges, claims, or defenses.

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

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

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

W. If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

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

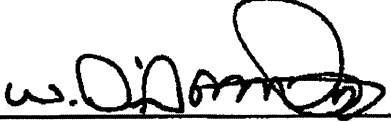
Y. This Settlement Agreement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original.

Z. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect,

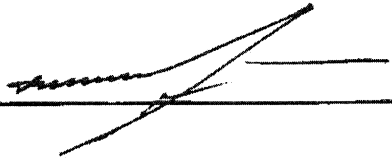
such invalidity, illegality, or unenforceability shall not affect any other provision if Toyota's Counsel, on behalf of Defendant, and Class Counsel, on behalf of Class Representatives and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

Agreed to on the date indicated below.


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

BY 

DATE: Dec. 10TH, 2018


BY 

DATE: DECEMBER 10, 2018

BY 


DATE: December 10, 2018

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

BY 
SANDRA PHILLIPS ROGERS
Group Vice President, General Counsel and
Chief Legal Officer

DATE: 12-10, 2018

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

BY 
JOHN P. HOOPER
KING & SPALDING LLP

DATE: 12/10, 2018

Exhibit A

CUSTOMER CONFIDENCE PROGRAM - REIMBURSEMENT CLAIM FORM
Simerlein, et al., v. Toyota Motor Corporation, et al., Case No. 3:17-cv-01091-VAB (D. Conn.)

You only need to submit a Claim Form if you spent money prior to **[(Initial Notice Date)]** for certain repairs of a sliding door part that is covered under the Customer Confidence Program and have not already been reimbursed. The parts covered under the Customer Confidence Program are:

- (i) Sliding Door Cable Sub-Assembly for 2011-2018 model year Toyota Siennas;
 - (ii) Sliding Door Center Hinge Assembly for 2011-2018 model year Toyota Siennas;
 - (iii) Fuel Door Pin and Fuel Door Hinge for 2011-2018 model year Toyota Siennas;
 - (iv) Sliding Door Front Lock Assembly for 2011-2018 model year Toyota Siennas;
 - (v) Sliding Door Rear Lock Assembly for 2011-2018 model year Toyota Siennas;
- and
- (vi) G04 Recall Remedy Kit for 2011 – 2016 model year Toyota Siennas.

Use this Claim Form only if you: (1) previously paid out-of-pocket 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, as is covered under the Customer Confidence Program, for which you were not otherwise reimbursed, and the costs were incurred prior to **[(Initial Notice Date)]**; (2) you are not otherwise excluded from the Class; and (3) you otherwise meet the terms and conditions specified in this Claim Form and the Settlement Agreement.

To determine whether you are a Class Member eligible to make a claim, or for more information regarding the class action settlement, please first visit [www.\[website\].com](http://www.[website].com). If you still have questions regarding the claims process, **[call/email ___]**.

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

- 1) If you complete this Claim Form online at [www.\[website\].com](http://www.[website].com), when you type your VIN (Vehicle Identification Number) in Section I (Information on Class Member and Subject Vehicle) below, some of the boxes in this Claim Form will be automatically filled in. Check the Claim Form carefully to make sure all of the information is correct and that you have filled in any missing information. If you are submitting a Claim Form for multiple invoices and/or more than one Subject Vehicle, you can photocopy this Claim Form and attach a separate sheet containing the information requested, or, if you are submitting this Claim Form online, please check the box allowing you to include rows for multiple invoices and/or more than one Subject Vehicle.

- 2) Capitalized terms in this Claim Form have the same meaning as provided in the Settlement Agreement, which is available at [www.\[website\].com](http://www.[website].com).
- 3) Type or print legibly in blue or black ink. Do not use any highlighters. Provide **all** requested information to complete and submit this Claim Form, attach supporting documentation, as specified below, and sign the Claim Form.
- 4) **You must submit your completed Claim Form and any supporting documentation by mail or electronically no later than 60 days after the Court issues the Final Order and Final Judgment, which will occur, if approved, after the Fairness Hearing. Please check the settlement website, [www.\[website\].com](http://www.[website].com), which will be periodically updated. The completed Claim Form and any supporting documentation, can be submitted online at [www.\[website\].com](http://www.[website].com) or mailed to:**

[Settlement Notice Administrator Address]

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

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

SECTION I – CLASS MEMBER AND SUBJECT VEHICLE INFORMATION													
<i>Last Name</i>				<i>First Name</i>				<i>Middle Name</i>					
<i>Vehicle Identification Number (VIN): (COMPLETE THIS BOX FIRST AS IT MAY POPULATE OTHER BOXES IN THIS CLAIM FORM. BE SURE TO CORRECT ANY INCORRECT INFORMATION)</i>													
<i>Make, Model, and Model Year of Vehicle</i>													
Your address:													
Number/Street/P.O. Box No.													
<i>City:</i>						<i>State:</i>			<i>Zip Code:</i>				
<i>Telephone Number:</i>								<i>Email Address:</i>					

SECTION II – CLAIM INFORMATION

1. Did you incur out-of-pocket expenses for repairs to parts covered under the Customer Confidence Program that are related to internal functional concerns that impede the closing and opening operations of the sliding door in manual and power modes, and for which you were not otherwise reimbursed, and the costs were incurred prior to **[(Initial Notice Date)]**?

- No
- Yes

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

If you answered “Yes,” complete the following:

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

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

INVOICE #1								
<i>Order Number:</i>	<i>Amount of Repair</i>							
	\$.	
<i>Date of Repair:</i>								
<i>Name, City and State of Toyota Dealership Where Repair Occurred:</i>								
<i>Description of Repair:</i>								
<i>Other/Specify (If Applicable):</i>								
INVOICE #2 (If Applicable)								
<i>Order Number:</i>	<i>Amount of Repair</i>							
	\$.	
<i>Date of Repair:</i>								
<i>Name, City and State of Toyota Dealership Where Repair Occurred:</i>								
<i>Description of Repair:</i>								
<i>Other/Specify (If Applicable):</i>								

SECTION III – ATTESTATION

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

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

Signature _____

Date _____

SECTION IV – CLAIM FORM COMPLETION AND SUBMISSION CHECKLIST

- Be sure that your completed Claim Form includes your current name, address, telephone number, contact information and the vehicle identification number (VIN) of your Subject Vehicle.
- Provide receipts or other evidence for the out-of-pocket expenses for repair of sliding door parts covered under the Customer Confidence Program, as instructed above.
- Keep a copy of your completed Claim Form (plus documentation submitted) for your records.
- Sign and date your Claim Form.
- Finally, your completed Claim Form and documentation must be submitted electronically no later than [DATE] or postmarked no later than [DATE]. The completed Claim Form and documentation can be submitted online at [website] or mailed to:

[Settlement Notice Administrator Address]

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

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

Exhibit B

Direct Mail Notice to Class Members

Front:

Settlement Notice Administrator in
Simerlein, et al., v. Toyota Motor Corporation, et al.,
Case No. 3:17-cv-01091-VAB (D. Conn.)
[Address]
[City, State ZIP Code]

[Name]
[Address]
[City, State ZIP Code]

Important Legal Notice

Back:

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.\[website\].com](http://www.[website].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.\[website\].com](http://www.[website].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. 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 [Month DD,] 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 [Month DD,] 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 [Month DD,] 2019, 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.\[website\].com](http://www.[website].com) or call [toll-free number] to determine how this Settlement may affect you.

Exhibit C

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

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER and JOHN
F. PRENDERGAST, individually and on behalf
of all other 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.

[PROPOSED] FINAL JUDGMENT

IT IS on this ____ day of _____ 2019, HEREBY ADJUDGED AND
DECREED PURSUANT TO FEDERAL RULES OF CIVIL PROCEDURE 23 AND 58 AS
FOLLOWS:

(1) On this date, the Court entered a Final Order Approving Class Action Settlement
and Certifying Settlement Class (“Final Order”) (Dkt. No. ____); and

(2) For the reasons stated in the Court’s Final Order, judgment is entered in
accordance with the Final Order, and the claims in this Action are dismissed with prejudice,
without costs to any party, except as otherwise provided in the Final Order or in the Settlement
Agreement.

SO ORDERED this ____ day of _____ 2019.

Victor A. Bolden
United States District Judge

Exhibit D

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

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER and
JOHN F. PRENDERGAST, individually and on
behalf of all other 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.

**[PROPOSED] FINAL ORDER APPROVING CLASS
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

WHEREAS, the Court, having considered the Settlement Agreement filed _____, 2018 (the “Settlement Agreement”) between and among Class Representatives, through Class Counsel, and Defendants Toyota Motor Corporation, Toyota Motor North America, Inc., Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc. Toyota Motor Manufacturing, Indiana, Inc. and their affiliates (collectively “Toyota”), the Court’s _____, 2018 Order Granting Preliminary Approval of the Class Settlement, Directing Notice to the Class, and Scheduling Fairness Hearing (Dkt. No. ____) (the “Preliminary Approval Order”), having held a Fairness Hearing on _____, 2019, and having considered all of the submissions and arguments with respect to the Settlement Agreement, and otherwise being fully informed, and good cause appearing therefore (all capitalized terms as defined in the Settlement Agreement);

IT IS HEREBY ORDERED AS FOLLOWS:

1. This Final Order Approving Class Action Settlement and Certifying Settlement Class (“Final Order”) incorporates herein and makes a part hereof, the Settlement Agreement and its exhibits, and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same meanings for purposes of this Final Order and accompanying Final Judgment.

2. The Court has personal jurisdiction over all parties in the Action, including, but not limited to all Class Members, in light of Toyota’s express waiver of its challenge to personal jurisdiction under Fed. R. Civ. P. 12 for the purposes of settlement only, and has subject matter jurisdiction over the Action, including without limitation, jurisdiction to approve the Settlement Agreement, grant final certification of the Class, to settle and release all claims released in the Settlement Agreement, and to dismiss claims asserted against Toyota in the Action with prejudice and enter final judgment with respect to Toyota in the Action. Further, venue is proper in this Court.

I. THE SETTLEMENT CLASS

3. Based on the record before the Court, including all submissions in support of the settlement set forth in the Settlement Agreement, objections and responses thereto and all prior proceedings in the Action, as well as the Settlement Agreement itself and its related documents and exhibits, the Court hereby confirms the certification of the following nationwide Class (the “Class”) for settlement purposes only:

All 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.

4. The Court finds that only those persons/entities/organizations listed on **Appendix** **1** to this Final Order have timely and properly excluded themselves from the Class and, therefore, are not bound by this Final Order or the accompanying Final Judgment.

5. The Court confirms, for settlement purposes and conditioned upon the entry of the Final Order and Final Judgment and upon the occurrence of the Final Effective Date, that the Class meets all the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3):

a. *Numerosity.* The Class, which is ascertainable, consists of current and former owners and lessees of more than 1,000,000 Subject Vehicles located throughout the United States, its territories and possessions, and satisfies the numerosity requirement of Fed. R. Civ. P. 23(a)(1). Joinder of these widely dispersed, numerous Class Members into one suit would be impracticable.

b. *Commonality.* There are some questions of law or fact common to the Class with regard to the alleged activities of Toyota in this case. These issues are sufficient to establish commonality under Fed. R. Civ. P. 23(a)(2).

c. *Typicality.* The claims of Class Representatives are typical of the claims of the Class Members they seek to represent for purposes of settlement.

d. *Adequate Representation.* Class Representatives' interests do not conflict with those of absent members of the Class, and Class Representatives' interests are co-extensive with those of absent Class Members. Additionally, this Court recognizes the experience of Class Counsel. Class Representatives and their counsel have prosecuted this action vigorously on

behalf of the Class. The Court finds that the requirement of adequate representation of the Class has been fully met under Fed. R. Civ. P. 23(a)(4).

e. *Predominance of Common Issues.* The questions of law or fact common to the Class Members predominate over any questions affecting any individual Class Member.

f. *Superiority of the Class Action Mechanism.* The class action mechanism provides a superior procedural vehicle for resolution of this matter compared to other available alternatives. Class certification promotes efficiency and uniformity of judgment because the many Class Members will not be forced to separately pursue claims or execute settlements in various courts around the country.

6. In making all of the foregoing findings, the Court has exercised its discretion in certifying the Class.

II. NOTICE TO CLASS MEMBERS

7. The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order (Dkt. No.). The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully

satisfied the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

8. The Court further finds that Toyota, through the Settlement Notice Administrator, provided notice of the settlement to the appropriate state and federal government officials pursuant to 28 U.S.C. §1715. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety (90) day time period to comment or object to the Settlement Agreement before entering its Final Order and Final Judgment.

III. FINAL APPROVAL OF SETTLEMENT AGREEMENT

9. The Court finds that the Settlement Agreement resulted from extensive arm's length, good faith negotiations between Class Counsel and Toyota, through experienced counsel.

10. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves, in all respects, the Settlement as set forth in the Settlement Agreement and finds that the Settlement Agreement, and all other parts of the Settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Class and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act, and any other applicable law. The Court hereby declares that the Settlement Agreement is binding on all Class Members, except those identified on **Appendix ___**, and it is to be preclusive in the Action. The decisions of the Settlement Claims Administrator relating to the review, processing, determination and payment of Claims submitted pursuant to the Agreement are final and not appealable.

11. The Court finds that the Settlement Agreement is fair, reasonable and adequate based on the following factors, among other things: (a) there is no fraud or collusion underlying

the Settlement Agreement; (b) the complexity, expense, uncertainty and likely duration of litigation in the Action favor settlement on behalf of the Class; (c) the Settlement Agreement provides meaningful benefits to the Class; and (d) any and all other applicable factors that favor final approval.

12. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Settlement Agreement. In addition, the Parties are authorized to agree to and adopt such amendments and modifications to the Settlement Agreement as: (i) shall be consistent in all material respects with this Final Order, and (ii) do not limit the rights of the Class.

13. The Court has considered all objections, timely and proper or otherwise, to the Settlement Agreement and denies and overrules them as without merit.

IV. CLASS COUNSEL'S FEE APPLICATION AND SERVICE AWARDS TO CLASS REPRESENTATIVES

[To be completed after Class Counsel submits Fee Application and request for service awards to Class Representatives.]

V. DISMISSAL OF CLAIMS, RELEASE

14. All claims asserted against Toyota in the Action are hereby dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement. The Parties are to file a stipulation of dismissal with prejudice or a substantial equivalent in the Related Action, pursuant to the terms of the Settlement Agreement.

15. Upon entry of this Final Order and the Final Judgment, Class Representatives, and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities,

causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action 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 related arising from, related to, connected with, and/or in any way involving the Action, the Related Action, the Subject Vehicles' sliding doors and/or associated parts that are, or could have been, 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.

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

17. By not excluding themselves from the Action and the Related Action and to the fullest extent they may lawfully waive such rights, all Class Representatives are deemed to acknowledge and waive Section 1542 of the Civil Code of the State of California and any law of any state or territory that is equivalent to Section 1542. Section 1542 provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

18. The Court orders that the Settlement Agreement shall be the exclusive remedy for all claims released in the Settlement Agreement for all Class Members not listed on **Appendix**

___.

19. Therefore, except for those listed on **Appendix ___**, all Class Representatives, Class Members and their representatives are hereby permanently barred and enjoined from, either directly, through their representatives, or in any other capacity instituting, commencing, filing, maintaining, continuing or prosecuting against any of the Released Parties (as that term is defined in the Settlement Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action described. In addition, all Class Representatives, Class Members and all persons in active concert or participation with Class Members are permanently barred and enjoined from organizing Class Members who have not been excluded from the Class into a separate class for purposes of pursuing, as a purported class action, any lawsuit based on or relating to the claims and causes of action in the complaint in the Action or Related Action, or the facts and circumstances relating thereto or the release in the Settlement Agreement. Pursuant to 28 U.S.C. §§1651(a) and 2283, the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the settlement as set forth in the Settlement Agreement, and the Action.

VI. OTHER PROVISIONS

20. Without affecting the finality of this Final Order or the accompanying Final Judgment, the Court retains continuing and exclusive jurisdiction over the Action and all matters relating to the administration, consummation, enforcement and interpretation of the Settlement

Agreement and of this Final Order and the accompanying Final Judgment, to protect and effectuate this Final Order and the accompanying Final Judgment, and for any other necessary purpose. The Parties, the Class Representatives, and each Class Member not listed on **Appendix** are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement, including the exhibits thereto, and only for such purposes.

21. In the event that the Final Effective Date does not occur, certification of the Class shall be automatically vacated and this Final Order and the accompanying Final Judgment, and other orders entered in connection with the Settlement Agreement and releases delivered in connection with the Settlement Agreement, shall be vacated and rendered null and void as provided by the Settlement Agreement.

22. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court, agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent with this Final Order and the accompanying Final Judgment and do not limit the rights of Class Members under the Settlement Agreement.

23. Nothing in this Final Order or the accompanying Final Judgment shall preclude any action in this Court to enforce the terms of the Settlement Agreement.

24. Neither this Final Order nor the accompanying Final Judgment (nor any document related to the Settlement Agreement) is or shall be construed as an admission by the Parties. Neither the Settlement Agreement (or its exhibits), this Final Order, the accompanying Final

Judgment, or any document related to the Settlement Agreement shall be offered in any proceeding as evidence against any of the Parties of any fact or legal claim; provided, however, that Toyota and the Released Parties may file any and all such documents in support of any defense that the Settlement Agreement, this Final Order, the accompanying Final Judgment and any other related document is binding on and shall have res judicata, collateral estoppel, and/or preclusive effect in any pending or future lawsuit by any person or entity who is subject to the release described above, in Paragraphs 15–20, asserting a released claim against any of the Released Parties.

25. A copy of this Final Order shall be filed in, and applies to, the Related Action.

SO ORDERED this ____ day of _____ 2019.

Victor A. Bolden
United States District Judge

Exhibit E

Authorized by the U.S. District Court for the District of Connecticut

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

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

- There is a proposed Settlement that has been preliminarily approved by the Court in a class action lawsuit against Toyota Motor Corporation, Toyota Motor North America, Inc., Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Manufacturing, Indiana, Inc. (“Toyota”) concerning certain Toyota Sienna vehicles. If you are included in the Settlement you have legal rights and options and deadlines by which you must exercise them.
- You are included in the Settlement if you own(ed), purchase(d) or lease(d) 2011 through 2018 model year Toyota Sienna vehicles, which are referred to in this Notice as “Subject Vehicles.”
- The Settlement offers several benefits including a Customer Confidence Program providing prospective coverage for certain repairs to certain sliding door parts of the Subject Vehicles, 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. Each of these are described in more detail below, in the Settlement agreement, and the Settlement website, [www.\[website\].com](http://www.[website].com).

Please read this Notice carefully. Your legal rights are affected, whether you act or do not act. You are encouraged to periodically check the website, [www.\[website\].com](http://www.[website].com), because it will be updated with additional information from time to time.

A. BASIC INFORMATION

1. What is this Notice about?

A Court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit and about all of your options and associated deadlines before the Court decides whether to give final approval to the Settlement. The name of the lawsuit is *Simerlein, et al., v. Toyota Motor Corporation, et al.*, Case No. 3:17-cv-01091-VAB (D. Conn.). The defendants are Toyota Motor Corp., Toyota Motor North America, Inc., Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Manufacturing, Indiana, Inc. (“Toyota”). This Notice explains the lawsuit, the Settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the Settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact the Court. All questions should be directed to the Settlement Notice Administrator, identified below.

***Your legal rights may be affected even if you do not act.
Please read this Notice carefully.***

**QUESTIONS? CALL TOLL FREE 1-800-[number] OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

YOUR RIGHTS AND CHOICES

YOU MAY:		DATE/CLAIM PERIOD
<p>SEEK COVERAGE UNDER THE CUSTOMER CONFIDENCE PROGRAM</p>	<p>You may have your Subject Vehicles' sliding doors inspected by an authorized Toyota Dealer at no cost to you. Each Subject Vehicle is eligible for one inspection within one year from the date of entry of Final Order and Final Judgment. Pursuant to this paragraph and upon a Class Member's request to an authorized Toyota Dealer to inspect a Subject Vehicle's sliding doors, the Toyota Dealer will inspect the Subject Vehicle's sliding doors based on the Inspection Protocol. Depending on the results of the Inspection Protocol, the Toyota Dealer, if necessary, may conduct certain repairs to your Subject Vehicle's sliding door cable sub-assembly, sliding door center hinge assembly, fuel door pin and fuel door hinge, sliding door front lock assembly, sliding door rear lock assembly, or G04 recall remedy kit.</p> <p>You may also request a Loaner Vehicle while your Subject Vehicle is undergoing a repair pursuant to the Settlement Agreement. In appropriate circumstances, where the Class Member has a demonstrated need for a Loaner Vehicle similar to the Subject Vehicle, Toyota, through its dealers, shall use good faith efforts to satisfy the request.</p>	<p><i>You do not need to do anything to seek coverage under the Customer Confidence Program. If you do not exclude yourself from the Settlement, and the Settlement is finally approved, you will automatically be able to participate in the Customer Confidence Program.¹</i></p> <p><i>The duration of prospective coverage for the sliding door cable sub-assembly, sliding door center hinge assembly, fuel door pin and fuel door hinge will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use of the Subject Vehicle.</i></p> <p><i>The duration of prospective coverage for the sliding door front lock assembly for model years 2017–2018 will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use. For model years 2011–2016 Subject Vehicles, the current Warranty Enhancement Program ZH4, which is applicable for nine years from the Subject Vehicle's date of First Use, will be extended by one additional year.</i></p> <p><i>The duration of prospective coverage for the sliding door rear lock assembly for model years 2016–2018 will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use. For model years 2011–2015, the current Warranty Enhancement Program ZH5, which is applicable for nine years from the Subject Vehicle's date of First Use, will be extended by one additional year.</i></p> <p><i>The G04 Recall Remedy Kit's warranty for model years 2011–2016 will be extended an additional one year – for a total of two years</i></p>

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

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		<p><i>– from the date the G04 Recall Remedy was performed. If the G04 Recall Remedy was performed more than one year prior to the date of entry of the Final Order and Final Judgment, then the Customer Confidence Program will provide an additional one year of coverage for the G04 Recall Remedy Kit from the date of entry of the Final Order and Final Judgment.</i></p>
<p>FILE A CLAIM TO SEEK REIMBURSEMENT</p>	<p>You may submit Claims for previously paid out-of-pocket expenses incurred to address a condition that is covered by the Customer Confidence Program that were not otherwise reimbursed and that were incurred prior to the Initial Notice Date, [date]. This is the <u>only</u> way that you can get reimbursed.</p>	<p><i>The deadline to submit Claim Forms is sixty (60) days after the Court issues the Final Order and Final Judgment, which will occur, if approved, after the Fairness Hearing.</i></p>
<p>EXCLUDE YOURSELF</p>	<p>Ask to get out (opt out) of the proposed Settlement. If you do this, you are not entitled to any of the Settlement benefits, but you keep your right to sue Toyota about the issues in your own lawsuit.</p>	<p>[DATE]</p>
<p>OBJECT</p>	<p>Write to the Court about why you do not like the proposed Settlement.</p>	<p>[DATE]</p>
<p>APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING</p>	<p>You are not required to appear in the lawsuit in order to participate in the proposed Settlement, but you may appear on your own or through your own lawyer, at your expense, in addition to filing an objection if you do not opt out. You can also ask to speak in Court at the Fairness Hearing about the proposed Settlement, if you have previously filed an objection and submitted a timely notice of intention to appear at the Fairness Hearing.</p>	<p>[DATE] at [time] a.m. Eastern time</p>
<p>DO NOTHING</p>	<p>You will be included in the Class but may not receive certain Settlement benefits that you may otherwise be eligible for, such as reimbursements for certain out-of-pocket expenses and you give up the right to sue Toyota about the issues in the lawsuit.</p>	

2. What is the lawsuit about?

The class action lawsuit claims that the sliding doors in certain Sienna vehicles are defective. The

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lawsuit pursues claims for violations of various state consumer protection statutes, among other claims. You can read the class action complaint by visiting [www.\[website\].com](http://www.[website].com). Toyota denies that it has violated any law, denies that it engaged in any wrongdoing, and denies that there is any defect with respect to the sliding doors in certain Toyota Sienna vehicles. The parties agreed to resolve these matters before these issues were decided by the Court.

This Settlement does not involve claims of personal injury, wrongful death, or actual physical property damage arising from an accident involving the Subject Vehicles.

A. *Simerlein, et al. v. Toyota Motor Corporation, et al.*

On June 30, 2017, plaintiff Ned Simerlein (“Simerlein”) filed a class action complaint against Toyota Motor Corporation, Toyota Motor North America, Inc., Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Manufacturing, Indiana, Inc. (the “*Simerlein* Defendants”) in the United States District Court for the District of Connecticut. *Simerlein et al., v. Toyota Motor Corporation et al.*, Case No. 3:17-cv-01091-VAB (D. Conn.). Simerlein asserted class claims under Connecticut’s consumer protection statute (the 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 2011-2017 Toyota Sienna minivans equipped with power sliding rear doors, which Simerlein alleged were defective.

On October 6, 2017, Simerlein, along with additional named plaintiffs James Eckhoff, Marciel Lopez, John F. Prendergast, and Craig Kaiser (together with Simerlein, the “*Simerlein* Plaintiffs”) filed an amended complaint asserting the state law claims of the additional plaintiffs and making additional allegations against the *Simerlein* Defendants.

On October 31, 2017, the *Simerlein* Defendants submitted an unopposed motion for an extension of time to respond to the amended complaint. On November 1, 2017, the Court granted this motion and set December 4, 2017 as the deadline for the *Simerlein* Defendants to file their motion to dismiss the amended complaint, January 22, 2018 as the deadline for the *Simerlein* Plaintiffs to respond to the motion, and February 21, 2018 as the deadline for the *Simerlein* Defendants to file a reply. The Court further ordered the parties to file a joint case management report, pursuant to Fed. R. Civ. P. 26(f), no later than December 20, 2017.

On December 4, 2017, the *Simerlein* Defendants filed their motion to dismiss the amended complaint.

On December 20, 2017, as directed by the Court, the parties submitted their joint case management report.

On January 5, 2018, counsel for the parties appeared before the Court for a telephonic status conference pursuant to Fed. R. Civ. P. 16. On January 12, 2018, the Court issued a scheduling order that, among other things, set December 21, 2018 as the deadline for the completion of fact discovery, and August 2, 2019 as the deadline for the completion of all briefing and expert discovery in connection with Plaintiffs’ intended class certification motion.

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On January 22, 2018, the *Simerlein* Plaintiffs filed their opposition to the motion to dismiss the amended complaint, and, on February 21, 2018, the *Simerlein* Defendants filed their reply in further support of their motion.

On February 27, 2018, the *Simerlein* Plaintiffs filed a motion to strike portions of the *Simerlein* Defendants' reply, or, in the alternative, for leave to file a sur-reply memorandum. The *Simerlein* Defendants filed an opposition to this motion on February 28, 2018. On August 1, 2018, the Court granted the *Simerlein* Plaintiffs' motion to file a sur-reply and directed the *Simerlein* Plaintiffs to file their sur-reply memorandum, which was done that same day. The motion to dismiss is fully briefed.

On August 24, 2018, the Court continued the hearing on the motion to dismiss to September 27, 2018.

On September 25, 2018, the Court granted the parties' request to adjourn the argument on the motion to dismiss and set a telephonic status conference for November 15, 2018.

On November 7, 2018, the Court granted the parties' joint motion to reschedule the telephonic status conference to December 12, 2018.

In crafting their pleadings and responding to the *Simerlein* Defendants' motion to dismiss, counsel for the *Simerlein* Plaintiffs conferred extensively with their independent automotive engineering consultant.

The *Simerlein* Defendants have provided confirmatory and informal discovery consisting of over 100,000 pages of internal Toyota documents. In addition, Class Counsel interviewed a Toyota engineer who is knowledgeable about the Sienna vehicles and parts at issue as part of confirmatory and informal discovery.

On December 7, 2018, Class Counsel filed a Second Amended Class Action Complaint in this Court. In the new complaint, plaintiffs added the 2018 model year to the Sienna vehicles at issue.

Combs/Franklin, et al. v. Toyota Motor Corporation, et al.

On June 23, 2017, plaintiffs Tonya Combs, James Tinney, Melissa Jugo Tinney, Crystal Gillespie, Melissa Stalker and Joseph C. Harp Jr. (collectively, the "*Combs/Franklin* Plaintiffs," with the later additions noted below) filed a class action complaint against defendants Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., and Toyota Motor Engineering and Manufacturing North America, Inc. (the "*Combs/Franklin* Defendants") in the United States District Court for the Central District of California. *Combs, et al. v. Toyota Motor Corporation, et al.*, Case No. 2:17-cv-04633-VAP-AFM (C.D. Cal.) ("Related Action"). The *Combs/Franklin* Plaintiffs asserted class claims under various states' consumer protection statutes, express and implied warranty claims, a claim under the Magnusson-Moss Warranty Act on behalf of a proposed nationwide class, fraudulent omission, and unjust enrichment arising from the manufacture and sale of 2011-2017 Toyota Sienna minivans equipped with power sliding rear doors, which the *Combs/Franklin* Plaintiffs alleged were defective.

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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, asserted additional state law claims on their behalf, and included additional allegations against the *Combs/Franklin* Defendants. On November 2, 2017, the court approved a stipulation setting December 4, 2017 as the deadline for the *Combs/Franklin* Defendants to respond to the first amended complaint.

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. The second amended complaint asserted state law claims on behalf of the new plaintiffs and included additional allegations against the *Combs/Franklin* Defendants.

On February 20, 2018, the *Combs/Franklin* Defendants filed a motion to dismiss the second amended complaint. On April 20, 2018, the *Combs/Franklin* Plaintiffs filed their opposition to the motion, and, on May 25, 2018, the *Combs/Franklin* Defendants filed their reply in further support of the motion. The motion to dismiss is fully briefed.

On July 20, 2018, the court continued the hearing on the motion to dismiss to September 24, 2018.

On September 21, 2018, the court continued the hearing on the motion to dismiss to November 19, 2018.

On November 9, 2018, the court granted the parties' stipulation to reschedule the hearing on the motion to dismiss to December 17, 2018.

In crafting their pleadings, counsel for the *Combs/Franklin* Plaintiffs conferred extensively with their independent automotive engineering consultant.

The *Combs/Franklin* Defendants have provided informal discovery which, as discussed above, counsel for the *Combs/Franklin* Plaintiffs together with counsel with the *Simerlein* Plaintiffs have reviewed.

The *Combs/Franklin* Defendants have provided confirmatory and informal discovery consisting of over 100,000 pages of internal Toyota documents. In addition, Class Counsel interviewed a Toyota engineer who is knowledgeable about the Sienna vehicles and parts at issue as part of confirmatory and informal discovery.

3. What vehicles are included in the Settlement?

The model year 2011-2018 Toyota Sienna vehicles (called the "Subject Vehicles") distributed for sale or lease in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions are included in the Settlement.

4. Why is this a class action?

In a class action, people called "class representatives" sue on behalf of other people who have similar claims. All of these people together are the "Class" or "Class Members" if the Court approves this procedure. Once approved, the Court resolves the issues for all Class Members,

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except for those who exclude themselves from the Class.

5. Why is there a settlement?

Both sides in the lawsuit agreed to a Settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Class Members can get benefits, in exchange for releasing Toyota from liability. The Settlement does not mean that Toyota broke any laws or did anything wrong, and the Court did not decide which side was right. This Settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives and the lawyers representing them called Plaintiffs' Counsel, including Class Counsel, believe that the Settlement is in the best interests of all Class Members.

The essential terms of the Settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

B. WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get money or benefits, you first have to determine whether you are a Class Member.

6. How do I know if I am part of the Settlement?

You are part of the Settlement if you are a person, entity or organization who, at any time as of the 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. This is called the "Class."

Excluded from the Class are: (a) Toyota, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors; (b) 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.

7. I'm still not sure if I'm included in the Settlement.

If you are not sure whether you are included in the Class, you may call **1-800-[number]**. Please do not contact the Court. All questions should be directed to the Settlement Notice Administrator at the number above.

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C. THE SETTLEMENT BENEFITS —WHAT YOU GET AND HOW TO GET IT

8. What does the Settlement provide?

If you are a Class Member, what you are eligible to receive depends on several factors. The Settlement benefits are outlined generally below, and more information can be found on the Settlement website. The Court still has to decide whether to finally approve the Settlement. Toyota may, in its sole discretion and after consultation with Class Counsel, begin to offer the Customer Confidence Program, pursuant to the terms of this Settlement Agreement, upon entry of the Preliminary Approval Order by the Court. However, no benefits have to be provided until and unless the Court finally approves the Settlement and only after any appeal period expires or any appeals are resolved in favor of the Settlement. We do not know when the Court will finally approve the Settlement if it does so or whether there will be any appeals that would have to be resolved in favor of the Settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check [www.\[website\].com](http://www.[website].com) regularly for updates regarding the Settlement.

Please note that you may have to take action within certain deadlines to receive certain benefits, such as completing and submitting a claim form for reimbursement of eligible out-of-pocket expenses. If you do nothing, you may not receive certain benefits from the Settlement, and, as a Class Member, you will not be able to sue Toyota about the issues in the lawsuit.

a. Customer Confidence Program

Subject to the language two paragraphs above, if the Settlement is finally approved, for Class Members who still own or lease their Subject Vehicles, the Customer Confidence Program will be implemented. The Customer Confidence Program will provide prospective coverage for repairs to the following sliding door parts but only those repairs that are related to internal functional concerns of the following parts that impede the closing and opening operations of the sliding door in manual and power modes:

- (i) Sliding Door Cable Sub-Assembly for All Subject Vehicles. The duration of prospective coverage for the sliding door cable sub-assembly will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use of the Subject Vehicle.²
- (ii) Sliding Door Center Hinge Assembly for All Subject Vehicles. The duration of prospective coverage for the sliding door center hinge assembly will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use of the Subject Vehicle.
- (iii) Fuel Door Pin and Fuel Door Hinge for All Subject Vehicles. The duration of prospective coverage for the fuel door pin and hinge will begin following the date of

² “First Use” means the date that the Subject Vehicle is originally sold or leased.

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Final Order and Final Judgment and run for ten (10) years from the date of First Use of the Subject Vehicle.

- (iv) Sliding Door Front Lock Assembly. For model year 2017–2018 Subject Vehicles and for certain model year 2016 Subject Vehicles to which the current Warranty Enhancement Program ZH4 does not apply, the duration of prospective coverage for the sliding door front lock assembly will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use. For model year 2011–2015 Subject Vehicles and for certain model year 2016 Subject Vehicles to which the Warranty Enhancement Program ZH4 applies, the current Warranty Enhancement Program ZH4, which is applicable for nine years from the Subject Vehicle’s date of First Use, will be extended by one additional year.
- (v) Sliding Door Rear Lock Assembly. For model year 2016–2018 Subject Vehicles and for certain model year 2015 Subject Vehicles to which the current Warranty Enhancement Program ZH5 does not apply, the duration of prospective coverage for the sliding door front lock assembly will begin following the date of Final Order and Final Judgment and run for ten (10) years from the date of First Use. For model year 2011–2014 Subject Vehicles and for certain model year 2015 Subject Vehicles to which the Warranty Enhancement Program ZH5 applies, the current Warranty Enhancement Program ZH5, which is applicable for nine years from the Subject Vehicle’s date of First Use, will be extended by one additional year.
- (vi) G04 Recall Remedy Kit for Model Year 2011–2016 Subject Vehicles. The G04 Recall Remedy Kit is subject to a one-year replacement part warranty under the terms of the G04 Recall. Pursuant to this Agreement’s Customer Confidence Program, this one-year warranty will be extended an additional one year – for a total of two years – from the date the G04 Recall Remedy was or is performed. If the G04 Recall Remedy was performed more than one year prior to the date of entry of the Final Order and Final Judgment, then the Customer Confidence Program will provide an additional one year of coverage for the G04 Recall Remedy Kit from the date of entry of the Final Order and Final Judgment.

Toyota shall provide a Loaner Vehicle, if requested, to eligible Class Members whose Subject Vehicles are undergoing a repair pursuant to the Customer Confidence Program. In appropriate circumstances, where you have a demonstrated need for a Loaner Vehicle similar to the Subject Vehicle, Toyota, through its dealers, shall use good faith efforts to satisfy the request.

Pursuant to the Customer Confidence Program, if you have a concern about your Subject Vehicle’s sliding doors, you may have your Subject Vehicles’ sliding doors inspected by an authorized Toyota Dealer at no cost to you, pursuant to the terms of this paragraph. Each Subject Vehicle is eligible for one such Sienna Sliding Door Functional Inspection within one year from the date of entry of the Final Order and Final Judgment. Pursuant to this paragraph and upon a Class Member’s request to an authorized Toyota Dealer to inspect a Subject Vehicle’s sliding doors, the Toyota Dealer will inspect the Subject Vehicle’s sliding doors based on the following Inspection Protocol:

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STEP 1. Using Techstream, perform a Health Check.
Are ANY current Diagnostic Trouble Codes (DTCs) for the power sliding door stored?
YES — Record stored DTCs, then continue to step 2.
NO — Continue to step 2.

STEP 2. Check the sliding door operation with power ON.
Check to see if the sliding door can be fully opened and closed.
Yes- Then continue to step 3.
No – Confirm the power slide door is getting power. Then continue to step 3.

STEP 3. Check the sliding door operation with power OFF. Turn the power sliding door OFF by pushing the main switch.
a. Check to see if the sliding door can be fully opened and closed.
Yes – Proceed to step 3b.
No – Inspect upper Fuel Lid hinge for separation. If separated, replace Fuel Lid, then continue to the next step.
b. Check the sliding door in manual operation by opening and closing the door repeatedly. Feel for indications of abnormal conditions (e.g., damaged slide door cable or seized PSD center hinge bushing).

Question 1: Is door difficult to slide open and closed?
YES — Inspect slide door cable assembly for damage or breakage. Also inspect for seized PSD center hinge bushing. Replace as needed.
NO — Continue question 2.
Question 2: Are door latch functions inoperative when the door is at closing position?
YES — Then proceed to the Front Lock Assembly and Striker Replacement procedure.
NO — Continue to step 4.

STEP 4. Check the data list for half and full latch switch ON/OFF conditions using Techstream. Is switch operation abnormal?
YES — Proceed to the Rear Lock Assembly Replacement procedure.
NO — Continue to step 5.

STEP 5. Using Techstream, perform a final Health Check.

The Settlement Agreement, available at [www.\[website\].com](http://www.[website].com) summarizes the Customer Confidence Program.

b. Out-of-Pocket Claim Reimbursement

If the Settlement is finally approved, including resolving any appeals in favor of upholding
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the Settlement, you can ask to be reimbursed if you previously paid for expenses incurred to repair a condition that is covered by the Customer Confidence Program that were not otherwise reimbursed and were incurred prior to the Initial Notice Date. To be eligible for reimbursement, you must submit a Claim Form and the expenses must have been incurred prior to [date].

The Claim Form is available on the Settlement website [www.\[website\].com](http://www.[website].com).

You must submit your Claim Form and any supporting documentation, if available, for prior paid repair expenses for a covered condition to the Settlement Notice Administrator. The deadline to submit Claim Forms is sixty (60) days after the Court issues the Final Order and Final Judgment, which will occur, if approved, after the Fairness Hearing.

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

The Settlement Claims Administrator will review your Claim Form and other Claims that are submitted and determine if reimbursement is owed. Review of Claims should be completed within ninety (90) days of receipt, but this review period is not required to begin any earlier than sixty (60) days after the Final Effective Date.

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

c. When will I get paid for a submitted claim?

If your Claim is accepted for payment, the Settlement Claims Administrator will use its best efforts to pay your Claim within ninety (90) days after receipt of the Claim, as long as that date occurs after the Settlement is finally approved and all appeals, if any, are resolved in favor of upholding the Settlement.

Important: In order to receive reimbursement for a Claim, eligible Class Members must complete and submit the Claim Form during the Claim Period, which shall run from [date] up to and including sixty (60) days after the Court's issuance of the Final Order and Final Judgment, which will occur after the Fairness Hearing, which is currently scheduled for [date] at [time] a/p.m. Eastern time.

You can complete and submit a Claim Form online at [www.\[website\].com](http://www.[website].com). Alternatively, you can obtain a Claim Form from the Settlement website, print it out, complete it, and mail it on or before up to and including sixty (60) days after the Court's issuance of the Final Order and Final Judgment, which will occur after the Fairness Hearing, which is currently scheduled for [date] at

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[time] a/p.m. Eastern time, to the Settlement Notice Administrator in *Simerlein, et al., v. Toyota Motor Corporation, et al.*, (D. Conn.), c/o Heffler Claims Group, [address]. If you previously incurred expenses to repair a condition that is covered by the Customer Confidence Program, the only way to be reimbursed is to timely submit a Claim Form and any supporting documentation that is available.

9. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final, Class Members who do not exclude themselves from the Class will release Toyota from liability and will not be able to sue Toyota about the issues in the lawsuit. The Settlement Agreement at Section VII describes the released claims in necessary legal terminology, so read it carefully. For ease of reference, we also attach the full release section in Appendix A to this Notice. The Settlement Agreement is available at [www.\[website\].com](http://www.[website].com). You can talk to one of the lawyers listed in Question 13 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

D. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Toyota over the legal issues in the lawsuit, then you must take steps to exclude yourself from this Settlement. This is also known as “opting out” of the Class.

10. If I exclude myself, can I get anything from this Settlement?

If you exclude yourself, you do not get Settlement benefits and you will not be bound by anything that happens in this lawsuit. If you ask to be excluded, you cannot object to the Settlement. But, if you timely and properly request exclusion, the Settlement will not prevent you from suing, continuing to sue or remaining or becoming part of a different lawsuit against Toyota in the future about the issues in the lawsuit.

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

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

12. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a written request saying that you want to be excluded from the Settlement. **In your letter, you must include: (a) a heading which refers to the lawsuit, *Simerlein et al., v. Toyota Motor Corporation et al.*, Case No. 3:17-cv-01091-VAB (D. Conn.); (b) the excluding Class Member’s full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of the basis upon which the excluding Class Member claims to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s); (d) your**

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request to be excluded from the Action; and (e) the excluding Class Member’s dated, handwritten signature (an electronic signature or attorney’s signature is not sufficient). You can’t ask to be excluded over the phone or at the Settlement website. You **must** mail your letter with your exclusion request postmarked no later than **[date]** to:

**Settlement Notice Administrator in
Simerlein, et al., v. Toyota Motor Corporation, et al., (D. Conn.)
c/o Heffler Claims Group
[address]**

Your letter with your exclusion request must be postmarked no later than **[date]**, to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check **www.[website].com** regularly for updates regarding the Settlement.

E. THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called “Class Counsel”: W. Daniel “Dee” Miles III 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, are Class Counsel. Their contact information is as follows:

W. Daniel “Dee” Miles III Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. 218 Commerce Street Montgomery, Alabama 36104 Tel.: (800) 898-2034 E-mail: Dee.Miles@BeasleyAllen.com	Adam J. Levitt DiCello Levitt & Casey LLC 10 North Dearborn Street, Eleventh Floor Chicago, Illinois 60602 Tel.: (312) 214-7900 E-mail: alevitt@dlcfirm.com
Demet Basar Wolf Haldenstein Adler Freeman & Herz LLP 270 Madison Avenue New York, New York 10016 Tel.: (212) 545-4600 E-mail: basar@whafh.com	

If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

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14. How will the lawyers be paid?

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.

The Court must approve the request for attorneys' fees, costs and expenses and the request for Class Representative incentive awards. The amounts awarded by the Court will be paid by Toyota in addition to all other Settlement benefits. Under no circumstances will Toyota's payment of attorneys' fees, costs and expenses and Class Representative incentive awards reduce your Settlement benefits.

F. OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the Settlement or some part of it.

15. How do I tell the Court if I do not like the Settlement?

If you are a Class Member, and you do not exclude yourself from the Class, you can object to the Settlement if you do not like some part of it or all of it. You can give reasons why you think the Court should not approve it. You can also object to the request for attorneys' fees, costs and expenses and the request for Class Representative service awards. To object, you must send a written objection **signed by you** saying that you object to the Settlement in *Simerlein, et al., v. Toyota Motor Corporation, et al.*, Case No. 3:17-cv-01091-VAB, to the Clerk of Court (identified below) so that it is received and filed no later than **[date]**.

In your objection, you must include: (a) a heading which refers to the Action, *Simerlein, et al., v. Toyota Motor Corporation, et al.*, Case No. 3:17-cv-01091-VAB (D. Conn.); (b) the objector's full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s); (d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel, and any documents supporting the objection; (e) the number of times the objector has objected to a class action Settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case; (f) the full name, telephone number and address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for attorneys' fees, costs and expenses and/or the request for Class Representative service awards; (g) the identity of all counsel representing the objector who will appear at the Fairness Hearing; (h) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; (i)

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a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and (j) the objector's dated signature. Any documents supporting the objection must also be attached to the objection. Class Members may object either on their own or through an attorney retained at their own expense.

Objections must be mailed to:

Clerk of Court
United States District Court
District of Connecticut
915 Lafayette Boulevard
Bridgeport, Connecticut 06604
Re: Simerlein, Case No. 3:17-cv-01091 (VAB)

16. What is the difference between objecting and excluding?

Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you. Objecting is telling the Court that you do not like something about the Settlement, the requested fees, costs and expenses, and/or Class Representative service awards. You can object only if you stay in the Class.

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court's orders will apply to you, you will be eligible for the Settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue Toyota over the issues in the lawsuit.

G. THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval to the Settlement. If you have filed an objection on time and attend the hearing, you may ask to speak (provided you have previously filed a timely notice of intention to appear), but you do not have to attend or speak.

17. When and where will the Court decide whether to grant final approval of the Settlement?

The Court will hold a Fairness Hearing at **[TIME] a/p.m. Eastern time on [date]**, at the United States District Courthouse, District of Connecticut, 915 Lafayette Boulevard - Suite 417, Bridgeport, Connecticut 06604. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys' fees, costs and expenses, and the request for Class Representative service awards. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to speak at the hearing (*see* Question 19 below). After the hearing, the Court will decide whether to grant final approval of the Settlement, and, if so, how much to pay the lawyers representing Class Members and the Class Representatives. We do not know how long these decisions will take. The

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Court may reschedule the Fairness Hearing, so check the Settlement website periodically for further updates.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it – but you can if you provide advance notice of your intention to appear (*see* Question 19 below). As long as you filed a written objection with all of the required information on time with the Court, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

19. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear in *Simerlein, et al., v. Toyota Motor Corporation, et al.*” to the Clerk of Court so that it is received and filed no later than [DATE]. You must include your name, address, telephone number, the year, make and model and VIN number of your vehicle, the identity of all counsel representing the objector, if any, who will appear at the Fairness Hearing, and your signature. Anyone who has requested permission to speak must be present at the start of the Fairness hearing at [time] a/p.m. Eastern time on [date]. You cannot speak at the hearing if you excluded yourself from the Class.

H. GETTING MORE INFORMATION

20. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other information about the Settlement and the Claim Form, at [www.\[website\].com](http://www.[website].com). You can also call the toll-free number, [phone number] or write the settlement administrator at **Settlement Notice Administrator in *Simerlein, et al., v. Toyota Motor Corporation, et al.*, (C.D. Cal.), c/o Heffler Claims Group, [address]**. You can also look at the documents filed in the lawsuit at the Court at the address provided above in response to Question 15.

21. When will the Settlement be final?

The Settlement will not be final unless and until the Court grants final approval of the Settlement at or after the Fairness Hearing and after any appeals are resolved in favor of the Settlement. Please be patient and check the Settlement website identified in this Notice regularly. Please do not contact the Court. All questions should be directed to the Settlement Notice Administrator.

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Appendix A – Section VII from the Settlement Agreement – Release and Waiver

- A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Judgment and Final Order.
- B. In consideration for the Settlement Agreement, Class Representatives, and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action 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' sliding doors, and/or associated parts that are, or could have been, defined, alleged, or described in the Class Action Complaint, the Action, the Related Action or any amendments of the Action or the Related Action. Notwithstanding the foregoing, Class Representatives and the other Class Members are not releasing claims for

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personal injury, wrongful death or actual physical property damage arising from an accident involving a Subject Vehicle.

- C. Notwithstanding the foregoing, Class Representatives and/or the other Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.
- D. The Final Order will reflect these terms.
- E. Class Representatives, on behalf of the other Class Members, expressly agree that this Release, the Final Order, and/or the Final Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.
- F. Class Representatives shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this settlement and the Settlement Agreement.
- G. In connection with the Settlement Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they and other Class Members may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action or the Related Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel and Class Representatives in executing this Settlement Agreement to fully, finally, and forever settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which

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exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action and the Related Action.

- H. Class Representatives expressly understand and acknowledge that they will be deemed by the Final Judgment and Final Order to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Class Representatives expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

- I. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim for benefits, proceeds, or value under the Action, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the claims that they are releasing under the Settlement Agreement or in any benefits, proceeds, or values in the claims that they are releasing under the Settlement Agreement.
- J. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for

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

- K. In consideration for the Settlement Agreement, Toyota and its past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, and assigns shall be deemed to have, and by operation of the Final Order shall have, released Plaintiffs' Counsel, Class Counsel, and each current and former Class Representative from any and all causes of action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.
- L. Class Representatives, Plaintiffs' Counsel, Class Counsel, and any other attorneys who receive attorneys' fees and costs from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.
- M. The Parties specifically understand that there may be further pleadings, discovery requests and responses, testimony, or other matters or materials owed by the Parties pursuant to existing pleading requirements, discovery requests, or pretrial rules, procedures, or orders, and that, by entering into this Settlement Agreement, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.
- N. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

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

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Exhibit F

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

NED SIMERLEIN, JAMES ECKHOFF,
MARICEL LOPEZ, CRAIG KAISER and
JOHN F. PRENDERGAST, individually and on
behalf of all other 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.

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

The Parties to the above-captioned action currently pending against Toyota Motor Corporation, Toyota Motor North America, Inc., Toyota Motor Sales, U.S.A., Inc., Toyota Motor Engineering & Manufacturing North America, Inc., Toyota Motor Manufacturing, Indiana, Inc. and their affiliates (collectively, “Toyota”) as part of this litigation have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the “Settlement” or “Settlement Agreement”).¹ The Parties reached the Settlement through arm’s-length negotiations lasting more than one year. Under the Settlement Agreement, subject to the terms and conditions therein and subject to Court approval, the Action and the Related Action will be dismissed with prejudice, and Class Representatives and the proposed Class would fully, finally, and forever resolve, discharge, and release their claims

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

against the Released Parties in exchange for Toyota's agreement to implement a Customer Confidence Program and reimburse Class Members for previously paid out-of-pocket expenses incurred to repair a condition that is covered by the Customer Confidence Program, and Toyota's payment of the costs and expenses associated with providing and implementing the relief, as set forth in the Settlement Agreement.

The Settlement Agreement has been filed with the Court, and Plaintiffs' Counsel has filed an Unopposed Motion for Preliminary Approval of Class Settlement with Toyota Defendants, and for Preliminary Certification of the Class for settlement purposes only (the "Motion"). Upon considering the Motion and exhibits thereto, the Settlement Agreement, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and Parties to these proceedings; (2) the proposed Class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure² and should be preliminarily certified for settlement purposes only; (3) the persons and entities identified below should be appointed Class Representatives, and Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel and is not the result of collusion; (5) the Settlement is fair, reasonable, and adequate and should be preliminarily approved; (6) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Class; (7) the proposed Notice Program and proposed forms of notice satisfy Rule 23 and Constitutional Due Process requirements and are reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, preliminary class certification for settlement purposes only, the terms of the Settlement, Class Counsel's application for an award of attorneys' fees and expenses ("Fee Application") and request for

² All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

Class Representative service awards for, their rights to opt-out of the Class and object to the Settlement, and the process for submitting a Claim to request a payment from the Settlement Fund; (8) good cause exists to schedule and conduct a Fairness Hearing, pursuant to Rule 23(e), to assist the Court in determining whether to grant final approval of the Settlement, certify the Class, for settlement purposes only, and issue a Final Order and Final Judgment, and whether to grant Class Counsel's Fee Application and request for Class Representative service awards; and (9) the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

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

1. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332 and in light of Toyota's express waiver of its challenge to personal jurisdiction under Rule 12.

2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions alleged by the Class Representatives occurred in this District.

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

3. In deciding whether to preliminarily certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

4. The Court finds, for settlement purposes, that the Rule 23 factors are satisfied and that preliminary certification of the proposed Class is appropriate under Rule 23. The Court, therefore, preliminarily certifies the following Class for settlement purposes only:

All 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.

5. The "Subject Vehicles" are defined in the Settlement Agreement as 2011 through 2018 model year Toyota Sienna vehicles.

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

(a) Numerosity: The Court preliminarily finds that the Settlement Class is ascertainable from Toyota's confirmatory discovery as well as from other objective criteria, and the members of the Settlement Class are so numerous that their joinder before the Court would be impracticable. *See Consol. Rail Corp. v. Town of Hyde Park*, 47 F.3d 473, 483 (2d Cir. 1995) (finding class of 40 members was large enough to meet the numerosity requirement). Thus, the Rule 23(a)(1) numerosity requirement is met.

(b) Commonality: The commonality requirement of Rule 23(a)(2) is satisfied for settlement purposes because there are multiple questions of law and fact that center on Toyota's manufacturing and sale of Subject Vehicles equipped with sliding doors, as alleged and/or described in the Class Action Complaint, which are common to the Class. *See 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.”).

(c) Typicality: The Class Representatives' claims are typical of the other Class Members' claims for purposes of Settlement because they concern the same alleged Toyota conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. *See Rincon-Marín v. Credit Control, LLC*, 3:17-cv-00007 (D. Conn. 2018) (“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.”) (citation omitted). Rule 23(a)(3) is therefore satisfied.

(d) Adequacy: The Court preliminarily finds that the Class Representatives will fairly and adequately protect the interests of the Settlement Class in that: (i) the Class Representatives' interests and the nature of claims alleged are consistent with those of the members of the Settlement Class; (ii) there appear to be no conflicts between or among the Class Representatives and the Settlement Class; and (iii) the Class Representatives and the members of the Settlement Class are represented by qualified, reputable counsel who are experienced in preparing and prosecuting complex class actions. Rule 23(a)(4) is therefore satisfied.

(e) Predominance and Superiority: Rule 23(b)(3) is satisfied for settlement purposes as well because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for Class Members in a single, coordinated proceeding is superior to individual lawsuits addressing the same legal and factual issues.

7. The Court appoints the following persons as Class Representatives: Ned Simerlein, James Eckhoff, Marciel Lopez, Craig Kaiser, John Prendergast, plaintiffs in the

Action, and James Tinney, Melissa Jugo Tinney, Crystal Gillespie, Melissa Stalker, Joseph C. Harp Jr., Jordan Amrani, Dillen Steeby, Paula McMillin, Raymond Alvarez, Rosario Alvarez, Karen Eason, Jennifer Franklin and Jennifer Sowers, plaintiffs in the Related Action.

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

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

Adam J. Levitt
DiCello Levitt & Casey LLC
10 North Dearborn Street, Eleventh Floor
Chicago, Illinois 60602
Tel.: (312) 214-7900
E-mail: alevitt@dlcfirm.com

Demet Basar
Wolf Haldenstein Adler Freeman & Herz LLP
270 Madison Avenue
New York, New York 10016
Tel.: (212) 545-4600
E-mail: basar@whafh.com

Preliminary Approval of the Settlement

9. Pursuant to Rule 23(e)(2), in order to grant preliminary approval, the Court must find that the proposed Settlement is “fair, reasonable, and adequate” by considering after considering whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate – taking into account the costs, risks, and delay of trial and appeal, the effectiveness of any the proposed method of distributing relief to the class, including the method of processing class-member claims, if required; the terms of any proposed award of attorney’s fees, including timing of payment; and any agreement required to be identified under Rule 23(e)(3) – and (D)

the proposal treats class members are treated equitably relative to each other. FED. R. CIV. P. 23(e)(2) (amended Dec. 2018).

10. Preliminary approval is appropriate where “the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representative or segments of the class and falls within the reasonable range of approval.” *O’Connor v. AR Resources, Inc.*, 3:08 cv 1703, 2010 WL 1279023, at *3 (D. Conn. Mar. 30, 2010) (citation omitted).

11. The Court preliminarily approves the Settlement Agreement and the exhibits appended to the Motion as fair, reasonable, and adequate under Rule 23(e)(2), after taking into account that the class representatives and class counsel have adequately represented the class; the Settlement was reached in the absence of collusion and is the product of informed, good-faith, arm’s-length negotiations between the Parties and their capable and experienced counsel; the relief provided is adequate given (i) the costs, risks and delay of trial and appeal, (ii) Notice is sufficient to notify the Class, (iii) the terms of the proposed attorney’s fees and timing of payment; and (iv) the remaining terms of the Settlement Agreement. The Court also finds that the Parties have submitted sufficient information for the Court to support that Notice should be disseminated as “the proposed settlement will likely earn final approval.” *See* FED R. CIV. PROC. 23(e) Advisory Committee Note.

12. The Court further finds that the Settlement, including the exhibits appended to the Motion, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Class, as set forth below and in the Settlement Agreement, and schedule a Fairness Hearing to assist the Court in determining whether to grant

final approval to the Settlement and enter Final Judgment. *See Kemp-Delisser v. Saint Francis Hosp. & Med. Ctr.*, No. 3:15-CV-1113 (VAB), 2016 WL 10033380, at *1 (D. Conn. July 12, 2016) (J. Bolden).

Approval of Notice Program and
Direction to Effectuate the Notice

13. The Court approves the form and content of the notices to be provided to the Class, substantially in the forms appended as Exhibits B, E and G to the Settlement Agreement. The Court further finds that the Notice Program, described in Section IV of the Settlement Agreement, is the best practicable under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, class certification for settlement purposes only, the terms of the Settlement, their rights to opt-out of the Class and object to the Settlement, Class Counsel's Fee Application, and the request for Class Representative service awards. The notices and Notice Program constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process. The Court finds that the forms of notice are written in simple terminology, are readily understandable by Class Members and comply with the Federal Judicial Center's illustrative class action notices. The Court orders that the notices be disseminated to the Class as per the Notice Program.

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

15. The Court directs that Jeanne Finegan of Heffler Claims Group act as the Settlement Notice Administrator.

16. The Settlement Notice Administrator shall implement the Notice Program, as set forth in the Settlement, using substantially the forms of notice appended as Exhibits B, E and G to the Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Program and the Settlement Notice Administrator's declaration (Dkt. No. []), as specified in Section IV of the Settlement Agreement and approved by this Order.

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

Fairness Hearing, Opt-Outs, and Objections

18. The Court directs that a Fairness Hearing shall be scheduled for [] at [] [a.m. or p.m.], to assist the Court in determining whether to grant final approval to the Settlement Agreement, certify the Class, and enter the Final Order and Final Judgment, and whether Class Counsel's Fee Application and request for Class Representative service awards should be granted.

19. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Settlement Notice Administrator at the address provided in the Long

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

20. Any Class Member who does not file a timely written request for exclusion as provided in Section V of the Settlement Agreement shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Order and Final Judgment in the Action, even if he, she or it has litigation pending or subsequently initiates litigation against Toyota relating to the claims and transactions released in the Action and the Related Action. Toyota's Counsel shall provide to the Settlement Notice Administrator, within 20 business days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending litigation against Toyota relating to claims involving the Subject Vehicles and/or otherwise covered by the Release.

21. The Opt-Out Deadline shall be specified in the Direct Mail Notice, Publication Notice, and Long Form Notice. All persons and entities within the Class definition who do not timely and validly opt out of the Class shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the Releases set forth in Section VII of the Settlement.

22. The Court further directs that any person or entity in the Class who does not opt out of the Class may object, directly or through a lawyer at his, her or its expense, to the

Settlement Agreement, the Fee Application and/or the requested service awards to the Class Representatives. Objections must be filed electronically with the Court, or mailed to the Clerk of the Court, Class Counsel, and counsel for Toyota at the following addresses:

(a) Clerk of the Court

Clerk of the Court
United States District Court
District of Connecticut
915 Lafayette Boulevard
Bridgeport, Connecticut 06606
Re: Simerlein, Case No. 3:17-cv-01091 (VAB)

(b) Class Counsel

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

Adam J. Levitt
DiCello Levitt & Casey LLC
10 North Dearborn Street, Eleventh Floor
Chicago, Illinois 60602
Tel.: (312) 214-7900
E-mail: alevitt@dlcfirm.com

Demet Basar
Wolf Haldenstein Adler Freeman & Herz LLP
270 Madison Avenue
New York, New York 10016
Tel.: (212) 545-4600
E-mail: basar@whafh.com

(c) Counsel for Toyota

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

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

23. For an objection to be considered by the Court, the objection must be received by the Court on or before the Opt-Out Deadline and must set forth:

- (i) the name of the Action;
- (ii) the objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address;
- (iii) an explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN of the objector's Subject Vehicle(s);
- (iv) whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class and all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel and any documents supporting the objection;
- (v) the number of times the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- (vi) the full name, telephone number, and address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Fee Application;
- (vii) the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- (viii) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection;

- (ix) a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and
- (x) the objector's dated signature.

24. Any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice shall not be considered by the Court.

Effect of Failure to Approve the Settlement or Termination

25. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (i) This Settlement Agreement shall be null and void and shall have no force or effect;
- (ii) The Parties will petition the Court to have any stay orders entered pursuant to the Settlement Agreement lifted;
- (iii) All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Toyota, Class Representatives, or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;
- (iv) Toyota and the other Released Parties expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Action or the Related Action, including, without limitation, the argument that the Action or the Related Action may not be litigated as a class action;

- (v) Class Representatives, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, and on behalf of the Class, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions or remedies that have been or might later be asserted in the Action or the Related Action including, without limitation, any argument concerning class certification, and treble or other damages;
- (vi) Toyota and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, and arguments in support of, all defenses to the causes of action or remedies that have been sought or might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability or damages;
- (vii) Neither this Settlement Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to this Settlement Agreement shall be admissible or entered into evidence for any purpose whatsoever;
- (viii) Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Settlement Agreement shall be deemed vacated and shall be without any force or effect;
- (ix) All costs incurred in connection with the Settlement Agreement, including, but not limited to, notice, publication, claims administration and customer communications are the sole responsibility of Toyota and will be paid by Toyota. Neither the Class Representatives nor Class Counsel shall be responsible for any of these costs or other settlement-related costs; and
- (x) Notwithstanding the terms of this paragraph, if the Settlement is not consummated, Class Counsel may include any time spent in settlement efforts as part of any fee petition filed at the conclusion of the case, and Toyota reserves the right to object to the reasonableness of such requested fees.

Stay/Bar of Other Proceedings

26. Pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity (even those Class Members who validly and timely elect to be excluded from the Class, with the validity of the opt out request to be determined by the Court only at the Fairness Hearing), shall commence, continue or prosecute against any of the Released Parties (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Class Members who do not timely and validly exclude themselves from the Class shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Agreement against any of the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action against any of the Released Parties as provided for in the Agreement.

General Provisions

27. The terms and provisions of the Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Order and Final Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits) without further notice to the Class or

approval by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do not limit the rights of Class Members under the Settlement Agreement.

28. Any confidential information made available to Class Representatives and Class Counsel through the settlement process shall not be disclosed to third parties (other than experts or consultants retained by Class Representatives in connection with the Action or the Related Action); shall not be the subject of public comment; shall not be used by Class Representatives or Class Counsel in any way in this litigation or otherwise should the Settlement Agreement not be achieved; and shall be returned if a settlement is not concluded.

SO ORDERED this ____ day of _____ 2018.

Victor A. Bolden
United States District Judge

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.

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, denies that it engaged in any and all wrongdoing, and denies that there is any defect with the power sliding doors in these Sienna vehicles. 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 **[date]**,

- 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 or 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 [date], if you don’t want to be part of the Settlement. You won’t get any settlement benefits, but you keep the right to sue Toyota.

You can submit a Claim Form by [date], 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 [date], if you don’t exclude yourself.

The full notice describes how to exclude yourself, submit a Claim Form and/or object.

The Court will hold a fairness hearing on **[date]** at **[time]** 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). You may appear at the hearing, but you are not required to and you may hire an attorney to appear for you, at your own expense.

For more information or a Claim Form [call/visit 1-000-000-0000 www.website.com].

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

NED SIMERLEIN, 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 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. Heffler and HF Media have been engaged by Defendant Toyota Motor Sales, U.S.A., Inc., with the consent of Plaintiffs, to develop and implement a proposed legal notice program (the “Notice Program”) as part of the parties’ proposed class action settlement. This program is highly targeted and well-designed to reach class members, employing a modern approach to notice taking into consideration direct mail, traditional, online display, social media and mobile media.

3. This Declaration describes my experience in designing and implementing notices and notice plans, as well as my credentials to opine on the overall adequacy of the notice effort. This Declaration will also describe the proposed Notice Plan and address why this comprehensive proposed Notice Plan is consistent with, and indeed exceeds, other similar court-approved best notice practicable notice plans and the requirement of Fed. Civ. P. 23(c)(2)(B) and the Federal Judicial Center (“FJC”) guidelines¹ for adequate notice.

4. Combined, the direct mail, media, including print and internet banner ads and social media, is estimated to reach more than 94 percent of the target audience, i.e., those who have owned or leased a 2011 to 2018 Toyota Sienna, the affected members of the Settlement Class (the “Class Members”), with an average frequency of 4 times.

QUALIFICATIONS

5. My credentials that qualify me to provide an expert opinion regarding notice in this matter include more than 30 years of communications and advertising experience. I am the only Notice Expert accredited in Public Relations (APR) by the Universal Accreditation Board, a program administered by the Public Relations Society of America. Further, I have provided testimony before Congress on issues of notice. Also, I have lectured, published and been cited extensively on various aspects of legal noticing, product recall and crisis communications and have served the Consumer Product Safety Commission (CPSC) as an expert to determine ways in which the CPSC can increase the effectiveness of its product recall campaigns. More recently, I was extensively involved as a lead author for “*Guidelines and Best Practices Implementing 2018 Amendments to Rule 23 Class Action Settlement Provisions*” published by Duke University School of Law. Also, I am a member of the Board of Directors for the Alliance for Audited Media (“AAM”).

6. I have served as an expert, with day-to-day operational responsibilities, directly responsible for the design and implementation of hundreds of class action notice programs, some of which are the largest and most complex programs ever implemented in both the United States and Canada. My work includes a wide range of class actions and

¹ Notice Checklist and Plain Language Guide (2010) (“Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide”).

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.

7. 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:

- *Carter v Forjas Taurus S.S., Taurus International Manufacturing, Inc.*, Case No. 1:13-CV-24583 PAS (S.D. Fl. 2016);
- *In re: Blue Buffalo Marketing and Sales Practices Litigation*, No. 14-md-02562-RWS (E.D. Mo. 2016); and
- *In re: TracFone Unlimited Service Plan Litigation*, No. C-13-3440 EMC (N.D. Cal. 2015).

8. As further reference, 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 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.”

9. Additionally, in the January 20, 2016, Transcript of Class Notice Hearing, p. 5 Judge Seitz, acknowledged my work:

“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.”

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

- (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.”

- (c) ***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.”

- (d) ***Quinn v. Walgreen Co., Wal-Mart Stores Inc., 7:12 CV-8187-VB (S.D.N.Y.)*** (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 acknowledged my work, noting:

“The notice plan was the best practicable under the circumstances. ... [and] the proof is in the pudding. ... So the notice has reached a lot of people and a lot of people have made claims.”

- (e) ***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.”

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

- (a) Author, “Creating a Class Notice Program that Satisfies Due Process” Law360, New York, (February 13, 2018 12:58 PM ET).
- (b) Author, “3 Considerations for Class Action Notice Brand Safety” Law360, New York, (October 2, 2017 12:24 PM ET).
- (c) Author, “What Would Class Action Reform Mean for Notice?” Law360, New York, (April 13, 2017 11:50 AM ET).
- (d) Author, “Bots Can Silently Steal your Due Process Notice.” Wisconsin Law Journal, April 2017.
- (e) Author, “*Don’t Turn a Blind Eye to Bots. Ad Fraud and Bots are a Reality of the Digital Environment.*” LinkedIn article March 6, 2017.
- (f) Co- Author, “Modern Notice Requirements Through the Lens of Eisen and Mullane” – *Bloomberg BNA Class Action Litigation Report*. 17 CLASS 1077. (October 14, 2016).
- (g) Author, “Think All Internet Impressions are the Same? Think Again” – Law360.com, New York (March 16, 2016).
- (h) Author, “Why Class Members Should See An Online Ad More Than Once” – Law360.com, New York (December 3, 2015).
- (i) Author, ‘Being ‘Media-Relevant’ — What It Means And Why It Matters - Law360.com, New York (September 11, 2013, 2:50 PM ET).
- (j) Co-Author, “New Media Creates New Expectations for Bankruptcy Notice Programs,” ABI Journal, Vol. XXX, No 9, November 2011.
- (k) 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).
- (l) 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, 5/27/11.
- (m) Co-Author, with Hon. Dickran Tevrizian, “Your Insight: It’s More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape, TXLR, Vol. 26, No. 21, 5/26/2011.

- (n) Author, Five Key Considerations for a Successful International Notice Program, BNA Class Action Litigation Report, 4/9/10 Vol. 11, No. 7 p. 343.
- (o) Quoted: Technology Trends Pose Novel Notification Issues for Class Litigators, BNA Electronic Commerce and Law Report, 15, ECLR 109, 1/27/10.
- (p) Author, Legal Notice: R U ready 2 adapt? BNA Class Action Litigation Report, Vol. 10, No. 14, 7/24/2009, pp. 702-703.
- (q) Author, On Demand Media Could Change the Future of Best Practicable Notice, BNA Class Action Litigation Report, Vol. 9, No. 7, 4/11/2008, pp. 307-310.
- (r) Quoted in, Warranty Conference: Globalization of Warranty and Legal Aspects of Extended Warranty, Warranty Week, February 28, 2007, available at www.warrantyweek.com/archive/ww20070228.html.
- (s) Co-Author, Approaches to Notice in State Court Class Actions, For The Defense, Vol. 45, No. 11, November, 2003.
- (t) Author, The Web Offers Near, Real-Time Cost Efficient Notice, American Bankruptcy Institute Journal, Vol. XXII, No. 5, 2003.
- (u) Author, Determining Adequate Notice in Rule 23 Actions, For The Defense, Vol. 44, No. 9, September, 2002.
- (v) Co-Author, The Electronic Nature of Legal Noticing, American Bankruptcy Institute Journal, Vol. XXI, No. 3, April, 2002.
- (w) Author, Three Important Mantras for CEO's and Risk Managers in 2002, International Risk Management Institute, irmi.com/, January, 2002.
- (x) Co-Author, Used the Bat Signal Lately, The National Law Journal, Special Litigation Section, February 19, 2001.
- (y) Author, How Much is Enough Notice, Dispute Resolution Alert, Vol. 1, No. 6, March, 2001.
- (z) Author, High-Profile Product Recalls Need More Than the Bat Signal, International Risk Management Institute, irmi.com/, July 2001.
- (aa) Author, The Great Debate - How Much is Enough Legal Notice? American Bar Association -- Class Actions and Derivatives Suits Newsletter, Winter 1999.

- (bb) Author, What are the Best Practicable Methods to Give Notice? Georgetown University Law Center Mass Tort Litigation Institute, CLE White Paper: Dispelling the communications myth -- A notice disseminated is a notice communicated, November 1, 2001.

11. In addition, I have lectured or presented extensively on various aspects of legal noticing. A sample list includes the following:

- a) American Bar Association Faculty Panelist, 4th Annual Western Regional CLE Class Actions: “Big Brother, Information Privacy, and Class Actions: How Big Data and Social Media are Changing the Class Action Landscape,” San Francisco, CA June, 2017.
- b) Miami Law Class Action & Complex Litigation Forum, Faculty Panelist, “Settlement and Resolution of Class Actions.” Miami. FL, December 2, 2016.
- c) The Knowledge Group, Faculty Panelist, “Class Action Settlements: Hot Topics 2016 and Beyond,” Live Webcast, www.theknowledgegroup.org/, October 2016.
- d) BA National Symposium, Faculty Panelist, “Ethical Considerations in Settling Class Actions,” New Orleans, LA March 2016.
- e) SF Banking Attorney Association, Speaker, “How a Class Action Notice Can Make or Break your Client’s Settlement,” San Francisco, CA May 2015.
- f) Perrin Class Action Conference, Faculty Panelist, “Being Media Relevant, What it Means and Why It Matters – The Social Media Evolution: Trends Challenges and Opportunities,” Chicago, IL May 2015
- g) Bridgeport Continuing Ed. Faculty Panelist, “Media Relevant in the Class Notice Context,” April 2014.
- h) CASD 5th Annual Speaker, “The Impact of Social Media on Class Action Notice.” Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, September 2012.
- i) Law Seminars International, Speaker, “Class Action Notice: Rules and Statutes Governing FRCP (b)(3) Best Practicable... What constitutes a best practicable notice? What practitioners and courts should expect in the new era of online and social media.” Chicago, IL, October 2011.
- i) CLE International, Faculty Panelist, Building a Workable Settlement Structure, CLE International, San Francisco, California May, 2011.

- j) Consumer Attorneys of San Diego (CASD), Faculty Panelist, “21st Century Class Notice and Outreach,” 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2010.
 - k) Consumer Attorneys of San Diego (CASD), Faculty Panelist, “The Future of Notice,” 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2009.
 - l) 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.”
 - m) American Bar Association, Section of Business Law Business and Corporate Litigation Committee – Class and Derivative Actions Subcommittee, New York, NY, August 2008.
 - n) Faculty Panelist, Women Lawyers Association of Los Angeles (WLALA) CLE Presentation, “The Anatomy of a Class Action.” Los Angeles, CA, February 2008.
 - o) Faculty Panelist, Practising Law Institute (PLI) CLE Presentation, 11th Annual Consumer Financial Services Litigation. Presentation: Class Action Settlement Structures -- “Evolving Notice Standards in the Internet Age.” New York/Boston (simulcast), March, 2006; Chicago, April, 2006; and San Francisco, May 2006.
 - p) Expert Panelist, U.S. Consumer Product Safety Commission. I was the only legal Notice Expert invited to participate as an expert to the Consumer Product Safety Commission to discuss ways in which the CPSC could enhance and measure the recall process. As an expert panelist, I discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda, MD, September 2003.
 - q) Expert Speaker, American Bar Association. Presentation: “How to Bullet-Proof Notice Programs and What Communication Barriers Present Due Process Concerns in Legal Notice,” ABA Litigation Section Committee on Class Actions & Derivative Suits, Chicago, August 6, 2001.
12. A comprehensive description of my credentials and experience that qualify me to provide expert opinions on the adequacy of class action notice programs is attached as **Exhibit A**.

NOTICE PROGRAM SUMMARY

13. This Notice Program is designed to inform Class Members of the proposed class

action settlement between plaintiffs and Defendant as described in the Settlement Agreement. In the Settlement Agreement, the class is defined as, for settlement purposes only: “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.” “Subject Vehicles” means model year 2011-2018 Toyota Sienna vehicles.

14. The proposed Notice Program includes 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 notices and other important Court documents 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 the Long Form Notice and a Claim Form.

DIRECT NOTICE

15. I am informed that there are approximately 1,190,000 vehicles that are potentially affected. Based on information provided by IHS Automotive, Driven by Polk, (formerly known as R.L. Polk & Co.), a list of the Class Members will be compiled. Pursuant to the terms of the Settlement Agreement, Heffler shall send Direct Mail Notice via U.S. mail to these identified Class Members.

16. Prior to the mailing, all addresses will be checked against the National Change of Address (“NCOA”) database, which is maintained by the United States Postal Service (“USPS”).

17. Notices that are returned as non-deliverable will be re-mailed to any address indicated by the postal service in the case of an expired automatic forwarding order. Notices returned as non-deliverable, but for which a new address is not indicated by the USPS, will be further searched through a third-party vendor to obtain a more current address. If any such address is found, Direct Mail Notice will be re-mailed prior to the Fairness Hearing. Upon completion of these duties, Heffler will submit a complete report on the deliverable results of the direct outreach effort.

CAFA NOTICE

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

METHODOLOGY FOR PUBLICATION/INTERNET NOTICE

19. To appropriately design and target the publication component of the Notice Program, HF Media utilized a methodology accepted by the advertising industry and embraced by courts in the United States.

20. Accordingly, we are guided by well-established principles of communication and utilize best-in-class nationally syndicated media research data provided by GfK Mediamark

Research and Intelligence, LLC,³ (“MRI”) comScore, and Telmar, among others, to provide media consumption habits and audience delivery verification of the potentially affected population. These data resources are used by advertising agencies nationwide as the basis to select the most appropriate media to reach specific target audiences. The resulting key findings are instrumental in our selection of media channels and outlets for determining the estimated net audience reached through this legal Notice Program. Specifically, this research identifies which media channels are favored by the target audience (i.e., the class members). For instance, browsing behaviors on the Internet, social media channels that are used, and which magazines class members are reading.

21. For this program, HF Media employs the best-in-class tools and technology in order to appropriately target class members and appropriately validate audience delivery. By utilizing media research tools, we can create target audience characteristics or segments, and then select the most appropriate media and communication methods to best reach them.

22. The fusion of data and media research technology allows us to measure and accurately report to the Court the percentage of the target audience that will be reached by the notice component and how many times the target audience had the opportunity to see the message. In advertising, this is commonly referred to as a “Reach and Frequency” analysis, where “Reach” refers to the estimated percentage of the unduplicated audience exposed to the campaign, and “Frequency” refers to how many times, on average, the target audience had the opportunity to see the message. The calculations are used by advertising and communications firms worldwide, and have become a critical element to help provide the basis for determining adequacy of notice in class actions.

TARGET AUDIENCE MEDIA USE AND KEY INSIGHTS

23. Magazines are now commonly referred to as traditional media. Based on MRI data, nearly 76 percent of the Toyota Sienna target audience read one or more magazines during an average month. This audience is also very heavily online with almost 94 percent using the internet over the last 30 days and nearly 91 percent using a mobile device such as a smart phone

³ GfK MRI's *Survey of the American Consumer*® (“MRI”) is the industry standard for magazine audience ratings in the U.S. and is used in the majority of media and marketing agencies in the country. MRI provides comprehensive reports on demographic, lifestyle, product usage and media exposure.

or tablet to go online. Of this population, we see a significant reliance on social media with nearly 87 percent visiting a social site in the last 30 days.

PUBLICATION ELEMENTS- MAGAZINE

24. Based on the key insight data from MRI summarized above, the magazine below was selected based on the highest coverage and index⁴ against the target audience characteristics. The magazine ad will include a Spanish language sub-headline, which will direct Spanish speakers to the toll-free number and/or the official Settlement website. The magazine below has been used by Toyota to market its brand.

25. *People Magazine* is a widely distributed weekly title with an estimated circulation of 3,031,829. The Publication Notice will be published once as a half-page, black and white ad. *People's* editorial covers contemporary personalities in entertainment, politics, business, and other current events.

PUBLICATION ELEMENTS - U.S. TERRITORIES

26. The Notice Program also includes outreach in the U.S. Territories: Guam, U.S. Virgin Islands, Marianas, American Samoa and Puerto Rico. Notice in the territories will include a combination of local newspaper and digital outreach through local newspaper web properties. Additionally, the press release will include distribution to news outlets (broadcast, newspaper and radio stations) in the territories.

The Guam Pacific Daily News - circulation of 20,000.

The Publication Notice will be published twice in English. Additionally, dedicated online display ads will appear on the digital version of this newspaper website.

Marianas Variety – circulation of 40,000

The Publication Notice will be published twice in English. Additionally, dedicated online display ads will appear on the digital version of this newspaper website.

The Puerto Rico El Vocero - circulation of 170,000.

⁴ 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.

The Publication Notice will be published twice in Spanish. Additionally, dedicated online display ads will appear on the digital version of this newspaper website.

The San Juan Daily Times - circulation of 50,000.

The Publication Notice will be published twice in English. Additionally, dedicated online display ads will appear on the digital version of this newspaper website.

Samoa Observer - circulation of 18,500.

The Publication Notice will be published twice in English. Additionally, dedicated online display ads will appear on the digital version of this newspaper website.

The U.S. Virgin Islands Daily News - circulation of 22,500.

The Publication Notice will be published twice in English. Additionally, dedicated online display ads will appear on the digital version of this newspaper website.

PUBLICATION ELEMENTS - INTERNET

27. Internet advertising is a particularly helpful method of providing notice in this case, given that according to MRI, nearly 94 percent of this target are online. Here, HF Media will incorporate the most cutting edge data and technology to appropriately deliver ads to owners of the affected vehicles on the sites they are currently browsing and through dedicated advertising on specific web properties.

28. This campaign will employ a programmatic approach across multi-channel (desktop, mobile and tablet devices) and inventory sources including a collection of premium quality partner web properties. Approximately 59,000,000 impressions are planned to be served to this target group across a whitelist⁵ of approximately 4,000 pre-vetted websites, multiple exchanges, and the social media platforms Facebook, Instagram, Pinterest and Twitter. Online display ads will run in English and Spanish. We will also use pixel retargeting to provide additional reminders for those who have visited the website but did not complete a claim form.

29. Targeting will include targeting Toyota Sienna owners and minivan owners, in

⁵ 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.

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 plan to target 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 will target Hispanic Toyota Sienna and minivan owners through the Pulpo Hispanic Media Network.

30. Banner advertising will appear in the United States and in the territories of Guam, Puerto Rico, Marianas, Samoa and U.S. Virgin Islands. The banner ads will appear in English and Spanish. Ads will be served across multiple devices including desktop, tablet and mobile devices.

31. The Banner ads will provide information for visitors to self-identify as potential Class Members, where they may "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.

32. Additionally, we are the first notice experts to actively monitor, mitigate and cull non-human (ad fraud bot traffic) from digital notice programs⁶. Consistent with our other successfully implemented court approved notice programs including *Landes v. Sony Mobile Communications* Case No. 2:17-cv-2264-JFB-SL (E.D.N.Y.), and *N.P. v Standard Innovation Corp.*, Case No. 1:16-cv-8655 (N.D. Ill.), we will take active steps on multiple levels to monitor, mitigate, block and adjust for this type of traffic. This non-human traffic will be identified and culled from our final reach calculations reported to the court.

33. Further, HF Media ads all carry the *AdChoices*⁷  icon, where available, as an

⁶ Finegan, "Creating a Class Notice Program that Satisfies Due Process" Law360, New York, (February 13, 2018 12:58 PM ET). Also see: CLE Webinar: "Rule 23 Changes, Are you Ready for the Digital Wild, Wild West?" <https://bit.ly/2PfuGvJ>

⁷ The *AdChoices* Icon is a sign for consumer information and control for interest-based advertising (which is also referred to as "online behavioral advertising." The *AdChoices* Icon gives browsers the ability to control whether they receive interest-based advertising and from which companies.

additional layer of choice and privacy.

GOOGLE ADWORDS

34. To further enhance this Notice Program, HF Media will employ Google AdWords and key search terms. When identified target phrases and keywords are used in a user's search on Google, links appear on the search result pages. Representative key terms will include, but are not limited to, the following: 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

35. This outreach effort will include the following social media platforms: Facebook, Instagram, Twitter and Pinterest.

36. Facebook targeting will include targeting parents 35-64 years old, including parents of 3+ children, people who are married, homemakers, etc. Targeting will also include 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 will appear in the U.S. and Territories. Additionally, we will retarget users who visit the Settlement Website. Banner ads will appear across desktop newsfeeds and mobile app. In partnership with Facebook, banner ads will appear across Instagram.

37. Twitter is an online social networking service that enables users to send and read short 140-character messages called "tweets." Here, we will use 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.

38. Pinterest is a visual discovery tool that you can use to find ideas for all your projects and interests. HF will use promoted pins, which appear in relevant search results. Pins are visual bookmarks that people collect on virtual pinboards. We intend to use keyword contextual targeting to 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

39. A news release will be released over PR Newswire's US1 Newslines and to the U.S. Territories. The press release will include links to the official website.

MEDIA MONITORING

40. HF Media intends to monitor various media channels for subsequent news articles and various social mentions as a result of the press release efforts. A complete report on the results will be filed with the Court upon completion of the Notice Program.

OFFICIAL SETTLEMENT WEBSITE

41. An informational, interactive website is an important component of the Notice Program. A website will be established at www.ToyotaSiennaDoorSettlement.com to enable potential Class Members to get information about the Settlement and obtain and/or submit a Claim Form.

42. The website will serve as a "landing page for the banner advertising," where Class Members may continue to obtain further information about the class action, their rights, download the Long Form Notice, the Claim Form and related information, including the Settlement Agreement, Court Orders, and Plaintiff's Motion for Approval of Fees, Expenses, and Incentive Awards. The website address will be prominently displayed in the publication notice and is accessible 24-hours a day, 7-days a week.

TOLL FREE INFORMATION LINE

43. Additionally, Heffler will establish and maintain a 24-hour toll-free telephone line 1.833.305.3915 where callers may obtain information about the class action.

NOTICE FORM AND CONTENT

44. The notices attached to the Settlement Agreement effectively communicate information about the Settlement and are compliant with Rule 23(c)(2) of the Federal Rules of Civil Procedure, which requires class action notices to be written in "plain, easily understood language."

CONCLUSION

45. In my opinion, the robust outreach efforts described above reflect a particularly appropriate, highly targeted and contemporary way to employ notice to this class. Through a multi-media channel approach to notice, which employs direct notice, traditional, digital, social and mobile media, an estimated 94 percent of targeted Class Members will be reached by the media program, on average, 4 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.

46. 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 December 10, 2018, 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.

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). She was a lead contributing author for Duke University's School of Law, *Guidelines and Best Practices Implementing 2018 Amendments to Rule 23 Class Action Settlement Provisions.* Further, she has worked 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.*

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.



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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:

The Court-approved Notice Plan, which was successfully implemented by

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



[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.



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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..."



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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



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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.



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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



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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:



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"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.



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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



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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-born toxic plume and their rights under the terms of the class action settlement. In the Order and Judgment finally approving the settlement, the Honorable Jennifer L. Bunner stated:

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



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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***



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written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices.")

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

Palmer v. Sprint Solutions, Inc., No. 09-cv-01211 (JLR) (W.D.Wa.) ("**The means of notice were reasonable and constitute due, adequate, and sufficient notice to all persons entitled to be provide^{3d} 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.



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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,



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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.



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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.).



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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



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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.).



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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.



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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.



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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.



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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

American Bar Assn. Faculty Panelist, 4th 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.



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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.



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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.



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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.



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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**

Member - 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