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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

*In re ZF-TRW Airbag Control Units
Products Liability Litigation*

Case No: 2:19-ml-02905-JAK-MRW

Affidavit of the Court-Appointed
Settlement Special Master Patrick A.
Juneau

ALL ACTIONS AGAINST THE
TOYOTA DEFENDANTS

STATE OF LOUISIANA)
) : ss.
PARISH OF LAFAYETTE)

BEFORE ME, undersigned authority, personally came and appeared, PATRICK A. JUNEAU, who,
after being duly sworn, did depose and say:

1. I am an attorney at law and duly licensed to practice law in the State of Louisiana since 1965.

2. I was appointed by the Court to be the Settlement Special Master in this case on June 7, 2022. ECF No. 493. Except where noted, the testimony set forth in this declaration is based on my first-hand knowledge, about which I would and could testify competently in Court if called upon to do so.¹

3. As I stated in my Affidavit in support of the Joint Motion to Appoint Patrick A. Juneau as Settlement Special Master filed on May 26, 2022, I have had significant experiences as Settlement

¹ Capitalized terms used but not defined herein shall have the respective meanings given to them in the Settlement Agreement.

1 Special Master, a mediator resolving large and complex cases, and/or otherwise addressing settlement
2 and related issues in other class actions and mass torts. ECF No. 473-2, ¶ 5.

3 4. As a court-appointed Settlement Special Master, I have overseen and distributed billions
4 of dollars in settlement funds to millions of class members in numerous large, high profile, complex
5 and multi-party federal and state mass and class action cases. Examples of my experience include:
6 *Remy McCarthy, et al., v. Toyota Motor Corp., et al.*, Case No. 8:18-cv-00201-JLS-KES (C.D. Cal.)
7 (Honorable Josephine L. Staton); *Warner, et al. v. Toyota Motor Sales, U.S.A., Inc.*, (Case No. 2:15-
8 cv-02171, C.D. Cal.) (Honorable Fernando M. Olguin); *In re: Toyota Motor Corp. Unintended*
9 *Acceleration Marketing, Sales Practices, and Products Liability Litig.* (Case No. 10-ml-02151, C.D.
10 Cal.) (Honorable James V. Selna); *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of*
11 *Mexico*, (Case No. 10-md-02179, E.D. La.) (Honorable Carl J. Barbier); *In re: Vioxx Prod. Liab. Litig.*,
12 (Case No. 05-md-01657, E.D. La.) (Honorable Eldon Fallon); *In re Guidant Corp. Implantable*
13 *Defibrillators Prod. Liab. Litig.*, (Case No. 05-md-1708, D. Minn.) (Honorable Donovan W. Frank);
14 *In re Avandia Marketing, Sales Pract. Prod. Liab. Litig.*, (Case No. 07-md-01871, E.D. Pa.) (Honorable
15 Cynthia M. Rufe); *In re: Takata Airbag Prod. Liab. Litig.*, (Case No. 1:15-md-02599, S.D. Fla.)
16 (Honorable Federico A. Moreno).

17 18
19 5. I have also served as the mediator in over four thousand (4,000) cases. The mediated
20 cases have involved both state and federal court actions. I have been appointed the designated mediator
21 by federal and state courts nationwide.

22 23 6. As Settlement Special Master in this case, I am providing a report on my involvement
24 in the resolution of this matter. I have acted as a mediator during the settlement negotiations between
25 Class Counsel and Toyota's Counsel since my appointment on June 7, 2022. During the negotiations
26 for the substantive elements of the settlement, I was in frequent communications with the Parties'
27 counsel, including numerous email communications, telephone communications, video conferences,
28

1 and an in-person mediation. Throughout the mediation process, the parties engaged in extensive
2 adversarial negotiations over virtually every issue in the case. The facilitated negotiations were lengthy,
3 principled, exhaustive, informed, and sometimes difficult and contentious. The negotiations involved
4 many very qualified attorneys with extensive experience and knowledge in class action law, and with
5 the guidance and involvement of their clients. In my opinion, the outcome of these mediated
6 negotiations is the result of a fair, thorough, and fully-informed arms-length process between highly
7 capable, experienced and informed parties and counsel. The Settlement Agreement represents the
8 parties' and counsels' best professional effort and judgment about a fair, reasonable and adequate
9 settlement after thoroughly investigating and litigating the case for years, taking into account the risks,
10 strengths and weaknesses of their respective positions on the substantive issues of the case, the risks
11 and costs of continued litigation, and the best interests of their clients.
12


13 7. If the Settlement Agreement is finally approved and attains its Final Effective Date, as
14 Settlement Special Administrator, I will perform the requirements assigned to me as further discussed
15 in the Settlement Agreement. These activities include, for example, (i) oversight and administration
16 of the Settlement Fund, (ii) oversight and administration of the Out-of-Pocket Claims Process,
17 including, but not limited to, the eligibility of claims for reimbursement and the residual payment, (iii)
18 review of the reasonably detailed accounting for the Outreach Program expenditures, (iv) review of the
19 certification from Toyota for the Loaner Vehicle and Future Outreach Program, including the ability
20 to audit and confirm such compliance, and (v) related tasks and administration of the terms of the
21 Settlement Agreement.
22


23 8. As the Settlement Special Master, I may be consulted regarding additional outreach and
24 notice costs that the Parties jointly agree is necessary in furtherance of the terms of this Settlement
25 Agreement.
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1 9. In light of all of the activities identified above, including, but not limited to, the review,
2 assessment, processing, rejection in whole or in part, approval in whole or in part, further review and
3 determinations of potentially cured claims, coordination with the Settlement Notice Administrator,
4 meeting-and-conferring with the Parties, determination of relief to eligible Claimants, approval of
5 disbursement of funds to eligible Claimants, and related claims processing activities, I currently
6 estimate, based on my experience and reasonable assumptions for this settlement albeit with limited
7 foresight at this time about the total volume of claims that will be received and will require assessment,
8 that my fees and costs over the three to four year administration of the settlement could range from
9 \$300,000 to \$500,000.
10

11 10. I welcome the opportunity to appear before the Court and answer any questions that the
12 Court has.
13

14 I state, under penalty of perjury under the laws of the United States of America, that the above
15 statements are true and correct, and that this affidavit was executed on July 10, 2023.
16

17
18 
19 PATRICK A. JUNEAU
SETTLEMENT SPECIAL MASTER

20 
21 Notary Public

22 Printed Name: Patrick Heon

23 Notary ID #: 133696

24 LABAR # 34598
25 My commission expires
26 at death.
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