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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

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

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

ALL ACTIONS AGAINST THE  
TOYOTA DEFENDANTS

**[PROPOSED] ORDER (1) GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS  
SETTLEMENT, CERTIFYING  
SETTLEMENT CLASS, AND  
DIRECTING NOTICE TO THE  
CLASS; AND (2) SCHEDULING A  
FAIRNESS HEARING**

1 The Parties to the above-captioned action currently pending against Toyota  
2 Motor North America, Inc., Toyota Motor Sales U.S.A., Inc., and Toyota Motor  
3 Engineering & Manufacturing North America, Inc. (collectively “Toyota”) have  
4 agreed to a proposed class action settlement, the terms and conditions of which are set  
5 forth in an executed Settlement Agreement.<sup>1</sup> The Parties reached the Settlement  
6 through arm’s-length negotiations with the assistance and oversight of Settlement  
7 Special Master Patrick A. Juneau. Under the Settlement Agreement, subject to the  
8 terms and conditions therein and subject to Court approval, the Action will be  
9 dismissed with prejudice, and proposed Class Representatives and the proposed Class  
10 would fully, finally, and forever resolve, discharge, and release their claims against the  
11 Released Parties in exchange for the relief set forth in the Settlement Agreement.

12 This Court, with the Honorable John A. Kronstadt presiding, conducted a  
13 hearing regarding *Plaintiffs’ Motion for Entry of an Order Granting Preliminary*  
14 *Approval of Class Action Settlement and Issuance of Related Orders* (the “Motion”).  
15 Upon considering the Motion and exhibits thereto, the Settlement Agreement and  
16 related documents and exhibits, the record in these proceedings, the representations  
17 and recommendations of counsel, and the requirements of law, the Court finds that:

- 18 i. this Court has jurisdiction over the subject matter and Parties to these  
19 proceedings;
- 20 ii. the proposed Class meets the requirements of Rule 23 of the Federal Rules of  
21 Civil Procedure and should be preliminarily certified for Settlement purposes  
22 only;
- 23 iii. the persons and entities identified below should be appointed Settlement Class  
24 Representatives, and Class Counsel for Settlement purposes only;

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25 <sup>1</sup> For purposes of this Order, the Court adopts and incorporates all terms and definitions  
26 set forth in the Settlement Agreement, including all exhibits and related documents  
27 thereto.

- 1 iv. the Settlement is the result of informed, good-faith, arm’s-length negotiations  
2 between the Parties and their capable and experienced counsel and is not the  
3 result of collusion;
- 4 v. the Settlement is fair, reasonable, and adequate and should be preliminarily  
5 approved;
- 6 vi. the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant  
7 sending notice of the Settlement to the Class;
- 8 vii. the proposed Notice Program and proposed forms of notice satisfy Rule 23 and  
9 Constitutional Due Process requirements and are reasonably calculated under  
10 the circumstances to apprise the Class of the pendency of the Action, preliminary  
11 class certification for settlement purposes only, the terms of the Settlement,  
12 details regarding Class Counsel’s application for an award of attorneys’ fees and  
13 expenses (“Fee Application”) and request for Class Representative service  
14 awards, their rights to opt-out of the Class and object to the Settlement, and the  
15 process for submitting a Claim;
- 16 viii. good cause exists to schedule and conduct a Fairness Hearing, pursuant to Rule  
17 23(e), to assist the Court in determining whether to grant final approval of the  
18 Settlement, certify the Class, for settlement purposes only, and issue a Final  
19 Order and Final Judgment, and whether to grant Class Counsel’s Fee  
20 Application and request for Class Representative service awards; and
- 21 ix. whether the other related matters pertinent to the preliminary approval of the  
22 Settlement should also be approved.

23 Based on the foregoing, **THE COURT HEREBY GRANTS THE MOTION**  
24 **FOR PRELIMINARY APPROVAL AND MAKES THE FOLLOWING**  
25 **FINDINGS AND ORDERS:**

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1 memorialized in the Settlement Agreement, and finds it will be likely to certify the  
2 following Class for settlement purposes only:

3 All persons or entities who or which, on the date of the issuance of the  
4 Preliminary Approval Order, own/lease or previously owned/leased  
5 Subject Vehicles distributed for sale or lease in the United States or any of  
6 its territories or possessions. Excluded from this Class are: (a) Toyota, its  
7 officers, directors, employees and outside counsel; its affiliates and  
8 affiliates' officers, directors and employees; its distributors and  
9 distributors' officers and directors; and Toyota's Dealers and their officers  
10 and directors; (b) Settlement Class Counsel, Plaintiffs' counsel, and their  
11 employees; (c) judicial officers and their immediate family members and  
12 associated court staff assigned to this case; and (d) persons or entities who  
13 or which timely and properly exclude themselves from the Class.

14 4. Specifically, the Court finds, for settlement purposes, that the Class likely  
15 satisfies the following factors of Rule 23:

16 a. Numerosity: In the Action, more than five million individuals,  
17 spread out across the country, are members of the proposed Class. Their joinder is  
18 impracticable. Thus, the Rule 23(a)(1) numerosity requirement is met. *See In re*  
19 *Chrysler-Dodge-Jeep EcoDiesel Mktg., Sales Pracs., & Prod. Liab. Litig. ("FCA*  
20 *EcoDiesel)*, No. 17-MD-02777-EMC, 2019 WL 536661, at \*5 (N.D. Cal. Feb. 11,  
21 2019) (numerosity satisfied where "there are approximately 100,000 vehicles that were  
22 sold or leased to consumers in the United States").

23 b. Commonality: The threshold for commonality under Rule 23(a)(2)  
24 is not high. The common question "must be of such a nature that it is capable of  
25 classwide resolution – which means that determination of its truth of falsity will resolve  
26 an issue that is central to the validity of each one of the claims in one stroke." *Wal-Mart*  
27 *Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). Here, the commonality requirement is  
28 satisfied for settlement purposes because there are multiple questions of law and fact

1 that center on Toyota’s sale of Subject Vehicles equipped with allegedly defective  
2 Airbag Control Units, as alleged in the ACCAC.

3 c. Typicality: The Plaintiffs’ claims are typical of the Class for  
4 purposes of this Settlement because they concern the same general alleged conduct,  
5 arise from the same legal theories, and allege the same types of harm and entitlement to  
6 relief. Rule 23(a)(3) is therefore satisfied. *See FCA EcoDiesel*, 2019 WL 536661, at \*5  
7 (finding typicality satisfied where the plaintiffs’ claims were based on the same pattern  
8 of wrongdoing as those brought on behalf of class members).

9 d. Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the  
10 proposed Settlement Class Representatives have interests antagonistic to the Class; and  
11 (2) whether the proposed class counsel has the competence to undertake the litigation  
12 at issue. *See In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab.*  
13 *Litig.* (“VW Clean Diesel”), No. 2672 CRB (JSC), 2017 WL 672820, at \*5 (N.D. Cal.  
14 Feb. 16, 2017). Rule 23(a)(4) is satisfied here because there are no conflicts of interest  
15 between the Plaintiffs and the Class, and Plaintiffs have retained competent counsel to  
16 represent them and the Class. Settlement Class Counsel here regularly engage in  
17 consumer class litigation and other complex litigation similar to the present Action, and  
18 have dedicated substantial resources to the prosecution of the Action. Moreover, the  
19 Plaintiffs and Settlement Class Counsel have vigorously and competently represented  
20 the Class Members’ interests in the Action.

21 e. Predominance and Superiority: Rule 23(b)(3) is satisfied for  
22 settlement purposes, as well, because the common legal and alleged factual issues here  
23 predominate over individualized issues, and resolution of the common issues for more  
24 than five million Class Members in a single, coordinated proceeding is superior to  
25 millions of individual lawsuits addressing the same legal and factual issues. With  
26 respect to predominance, Rule 23(b)(3) requires that “[c]ommon issues of fact and law  
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1 . . . ha[ve] a direct impact on every class member’s effort to establish liability that is  
2 more substantial than the impact of individualized issues in resolving the claim or  
3 claims of each class member.” *Sacred Heart Health Sys., Inc. v. Humana Mil.*  
4 *Healthcare Servs., Inc.*, 601 F.3d 1159, 1170 (11th Cir. 2010) (internal quotation marks  
5 and citation omitted). Based on the record currently before the Court, the predominance  
6 requirement is satisfied here for settlement purposes because common questions present  
7 a significant aspect of the case and can be resolved for all Class Members in a single  
8 common judgment. *See VW Clean Diesel*, 2017 WL 672820, at \*8.

9 5. The Court previously appointed David Stellings and Roland Tellis Co-  
10 Lead Counsel in this litigation. ECF 106. Co-Lead Counsel now apply for appointment  
11 of themselves and Plaintiffs’ Steering Committee members as Settlement Class  
12 Counsel. Having considered that application, the Court hereby appoints the following  
13 persons and entities as Settlement Class Counsel for purposes of the Settlement only:  
14 Baron & Budd, P.C., Lieff Cabraser Heimann & Bernstein, LLP, Ahdoot & Wolfson,  
15 PC, Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., Bleichmar Fonti & Auld LLP,  
16 Boies, Schiller & Flexner L.L.P., Casey Gerry Schenk Francavilla Blatt & Penfield,  
17 LLP, DiCello Levitt Gutzler LLC, Gibbs Law Group LLP, Keller Rohrback L.L.P.,  
18 Kessler Topaz Meltzer and Check LLP, Podhurst Orseck, P.A., Pritzker Levine LLP,  
19 Robbins Geller Rudman & Dowd LLP, and Robins Kaplan LLP.

20 6. Co-Lead Counsel have further applied for appointment of proposed  
21 Settlement Class Representatives: Mark Altier, Alejandra Renteria, Samuel Choc,  
22 Tatiana Gales, Gary Samouris, Michael Hines, Brent DeRouen, Danny Hunt, Evan  
23 Green, Joy Davis, and Dee Roberts. Having considered that application, the Court  
24 hereby appoints these individuals as Settlement Class Representatives for purposes of  
25 the Settlement only.

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1 \$65,000,000.00 less those initial notice and settlement administration costs, into the  
2 Qualified Settlement Fund (“QSF”) no later than one (1) month prior to the date set by  
3 this Court for the Fairness Hearing, to fund the Settlement Fund. If this Court does not  
4 grant final approval to the Settlement, any funds remaining in the QSF revert to Toyota,  
5 and any such funds paid into the QSF and not returned to Toyota will be credited  
6 towards any eventual settlement that may be approved.

7 10. The proposed Settlement Agreement provides the following consideration  
8 to the Class:

- 9 • Out-of-Pocket Claims Process: reasonable out-of-pocket expenses Class  
10 Members incurred related to the Recall. Should Unrecalled Vehicles be  
11 subject to a Recall before the Claims Period expires, the Out-of-Pocket  
12 Claims Process shall also apply to such Unrecalled Vehicles. The Claims  
13 Period deadline to submit a Registration/Claim Form will be three years  
14 from the Effective Date.
- 15 • Residual Distribution: Any funds that remain after all Out-of-Pocket  
16 expense payments have been made shall be distributed on a per capita  
17 basis to each Class Member who (a) submitted out-of-pocket claims; or  
18 (b) registered for a residual payment only. Residual Distribution payments  
19 shall be up to \$250 per Class Member unless the Parties agree to a higher  
20 cap and jointly recommend the amount to the Settlement Special  
21 Administrator for approval.
- 22 • Inspection Program: Toyota shall institute the Inspection Program  
23 protocol set forth in Exhibit 3 of the Settlement Agreement.
- 24 • Extended New Parts Warranty: An unlimited-mileage warranty for the  
25 parts installed in the Subject Vehicles pursuant to the Recall will be  
26 implemented. The extended new parts warranty will last for 12 years,  
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measured from the date of this Order. In the event the ZF-TRW ACUs in Unrecalled Vehicles are recalled in the future, Toyota has agreed to extend the new parts warranty coverage for the parts installed during the future ZF-TRW ACU Recall, subject to similar terms.

- Outreach Program: Toyota will undertake an outreach program designed to significantly increase Recall Remedy completion rates. The budget for the Outreach Program is \$3,500,000.00. The Outreach Program will be overseen and managed by Toyota pursuant to the terms of the Settlement Agreement. The Settlement Special Administrator will approve Toyota’s Outreach Program expenditures, which will be reimbursed from the Settlement Fund on the Effective Residual Distribution Date, which is the date upon agreement of the Parties and in consultation with the Settlement Special Master, upon which the final distribution from the Settlement Fund is to be made. To the extent Toyota’s Outreach Program expenditures are less than \$3,500,000.00, as determined by the Settlement Special Administrator, Toyota shall deposit the difference into the Settlement Fund for distribution on the Effective Residual Distribution Date.
- Future Rental Car Reimbursement, Loaner Vehicle, and Future Outreach Program: Toyota shall offer a Future Rental Car Reimbursement, Loaner Vehicle, and Outreach Program for Class Members. Under the Program, if a Class Member who, after the Effective Date, seeks the Recall Remedy from a Toyota Dealer before the Claims Period deadline and is not provided with a loaner vehicle while the Recall Remedy is being performed, then that Class Member may submit a Registration/Claim Form for reimbursement from the Settlement Fund for reasonable rental

1 car costs. If there is a ZF-TRW ACU recall for Unrecalled Vehicles  
2 before the Claims Period deadline, Class Members of such Unrecalled  
3 Vehicles may request a courtesy loaner vehicle while a Toyota Dealer  
4 completes the ZF-TRW ACU recall, or alternatively may submit a claim  
5 for reimbursement of reasonable rental car costs from the Settlement Fund  
6 during the Claims Period. Additionally, Toyota shall also provide  
7 outreach related to any such recalls for the Unrecalled Vehicles. Toyota  
8 will receive a credit of \$10,000,000.00 against the Settlement Amount as  
9 defined in the Settlement Agreement, for providing Future Loaner  
10 Vehicles and Future Outreach Programs.

- 11 • Possible *cy pres* payments. If the Settlement Fund has a balance after the  
12 Residual Distribution, and if it is not feasible and/or economically  
13 reasonable to distribute the remaining funds to Class Members who  
14 submitted claims and/or registered, then that balance shall be distributed  
15 *cy pres*, subject to the agreement of the Parties, through their respective  
16 counsel, and Court approval.
- 17 • After the entry of this Preliminary Approval Order, Toyota, at its sole  
18 discretion, may, after consultation with Co-Lead Counsel, implement  
19 certain of the above benefits in advance of final approval (with respect to  
20 the Inspection Program and the Extended New Parts Warranty) or the  
21 occurrence of the Effective Date (with respect to the Future Rental Car  
22 Reimbursement, Loaner Vehicle, and Future Outreach Program).

23 11. The Court concludes that the proposed settlement between the parties is  
24 sufficiently fair, adequate, and reasonable to warrant preliminary approval. There is a  
25 sufficient “record supporting the conclusion that the proposed settlement will likely  
26 earn final approval after notice and an opportunity to object.” Fed. R. Civ. P. 23(e)(1),  
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1 2018 advisory committee notes. The Court finds that it will likely be able to approve  
2 the proposed Settlement Class under Rule 23(e)(2), because the Class and its  
3 representatives likely meet all relevant requirements of Rule 23(a) and Rule 23(b)(3).

4 **Approval of the Class Notice Program and Direction to Effectuate the Notice**

5 12. The Court has considered the form and content of the Class Notice  
6 Program (copies of which are attached to the Declaration of Jeanne C. Finegan, APR as  
7 Exhibit Nos. C, D, E, and F), and finds that the Class Notice Program and methodology  
8 as described in the Settlement Agreement and in the Declaration of the Settlement  
9 Notice Administrator: (a) meet the requirements of due process and Federal Rules of  
10 Civil Procedure 23(c) and (e); (b) constitutes the best notice practicable under the  
11 circumstances to all persons entitled to notice; and (c) satisfies the Constitutional  
12 requirements regarding notice.

13 13. In addition, the Court finds that the Class Notice Program: (a) apprises  
14 Class Members of the pendency of the Action, the terms of the proposed settlement,  
15 their rights and deadlines under the settlement; (b) is written in simple terminology; (c)  
16 is readily understandable by Class Members; (d) provides sufficient notice of  
17 Settlement Class Counsel's request for attorneys' fees and costs and incentive awards  
18 to Class Representatives; and (e) complies with the Federal Judicial Center's illustrative  
19 class action notices.

20 14. The Court hereby approves the Class Notice Program and the methodology  
21 described in the Settlement Agreement and in the Declaration of the Settlement Notice  
22 Administrator in all respects, and it hereby orders that notice be commenced no later  
23 than August 11, 2023.

24 15. The Court understands, however, that the Parties must obtain Toyota  
25 customer data from a third party before distribution of the Direct Mail Notice, and that  
26 the time within which that data can be obtained is not certain. The Parties have proposed  
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1 S&P Global Automotive, formerly known as Polk (“S&P”) as the third-party data  
2 provider and the Court approves their selection.

3 16. Direct Mail Notice to the persons and entities identified by S&P shall be  
4 substantially completed in accordance with the Notice Program. Toyota is hereby  
5 ordered to obtain such vehicle registration information through S&P, which specializes  
6 in obtaining such information, from, inter alia, the applicable Departments of Motor  
7 Vehicles.

8 17. The Court authorizes the Notice Administrator, through data aggregators  
9 or otherwise, to request, obtain and utilize vehicle registration information from the  
10 Department of Motor Vehicles for all 50 states, the District of Columbia, Puerto Rico,  
11 Guam, the U.S. Virgin Islands and all other United States territories and/or possessions  
12 for the purposes of identifying the identity of and contact information for purchasers  
13 and lessees of Class Vehicles. Vehicle registration information includes, but is not  
14 limited to, owner/lessee name and address information, registration date, year, make,  
15 and model of the vehicle.

16 18. The Parties have also proposed the appointment of Patrick A. Juneau and  
17 Patrick Hron of Juneau David, APLC, as Settlement Special Administrators and Kroll  
18 Notice Media as Settlement Notice Administrator. Having considered the resumes and  
19 declarations of each, the Court hereby approves these appointments.

20 19. The Settlement Notice Administrator shall send the Direct Mailed Notice,  
21 substantially in the form attached to the Declaration of Jeanne C. Finegan, APR as  
22 Exhibit D, by e-mail and/or first-class U.S. Mail, proper postage prepaid to Class  
23 Members, as identified by data to be provided to the Settlement Notice Administrator  
24 by S&P. The mailings of the Direct Mail Notice to the persons and entities identified  
25 by shall be substantially completed by September 11, 2023.

26 20. The Court further approves, as to form and content, the Long-Form Notice,  
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1 the Publication Notice, and the Claim Form, which are attached to the Declaration of  
2 Jeanne C. Finegan, APR as Exhibits C, E, and F, respectively. The Court also approves  
3 the establishment of an internet website for the settlement. The website shall conform  
4 to the terms of the Settlement Agreement, and shall include documents relating to the  
5 settlement, orders of the Court relating to the settlement and such other information as  
6 Toyota and Co-Lead Counsel mutually agree would be beneficial to potential Class  
7 Members. The website shall also accept electronically filed Registration/Claim Forms  
8 and shall be optimized for search engines and for use on mobile phones. Toyota shall  
9 pay the costs of the Class Notice in accordance with the Settlement Agreement. The  
10 Parties are hereby authorized to establish the means necessary to implement the notice  
11 and/or other terms of the Settlement Agreement.

12 **Establishment of Qualified Settlement Fund**

13 21. The Court finds that the Escrow Account is to be a “qualified settlement  
14 fund” as defined in Section 1.468B-1(c) of the Treasury Regulations in that it satisfies  
15 each of the following requirements:

- 16 a. The Account is to be established pursuant to an Order of this Court  
17 and is subject to the continuing jurisdiction of this Court;
- 18 b. The Account is to be established to resolve or satisfy one or more  
19 claims that have resulted or may result from an event that has  
20 occurred and that has given rise to at least one claim asserting  
21 liabilities; and
- 22 c. The assets of the Account are to be segregated from other assets of  
23 Defendants, the transferor of the payment to the Settlement Funds,  
24 and controlled by an Account Agreement.

25 22. Under the “relation back” rule provided under Section 1.468B-1(j)(2)(i) of  
26 the Treasury Regulations, the Court finds that Toyota may elect to treat the Account as

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1 coming into existence as a “qualified settlement fund” on the latter of the date the  
2 Account meets the requirements of Paragraphs 21(b) and 21(c) of this Order or January  
3 1 of the calendar year in which all of the requirements of Paragraph 21 of this Order are  
4 met. If such a relation-back election is made, the assets held by the Settlement Funds  
5 on such date shall be treated as having been transferred to the Account on that date.

6 23. The name of the Qualified Settlement Fund shall be “Toyota ZF-TRW  
7 Class Action Settlement QSF.”

8 24. The Court approves Citi Private Bank as the Escrow Agent.

9 25. The Court approves Miller Kaplan Arase LLP as the Tax Administrator.

10 26. The QSF shall be funded pursuant to the requirements agreed to in the  
11 Settlement Agreement.

12 27. The Court retains continuing jurisdiction and supervision over the QSF.

13 **Fairness Hearing, Opt-Outs, and Objections**

14 28. The Fairness Hearing is set for November 13, 2023 at 8:30 a.m.. The  
15 Fairness Hearing will be held before the Honorable John A. Kronstadt at the United  
16 States District Court, Central District of California, First Street Courthouse, 350 W.  
17 First Street, Courtroom 10B, Los Angeles, CA 90012, to consider, *inter alia*, the  
18 following: (a) whether the Class should be certified for settlement purposes; (b) whether  
19 the settlement and Settlement Agreement should be finally approved as fair, reasonable  
20 and adequate; and (c) whether to approve Settlement Class Counsel Attorneys’ Fees  
21 and Expenses (“Fee Request”) and individual awards to the Settlement Class  
22 Representatives.

23 29. Class Members who wish to be excluded from the Class must mail a  
24 written request for exclusion to the Settlement Notice Administrator at the address  
25 provided in the Long Form Notice, specifying that he or she wants to be excluded and  
26 otherwise complying with the terms stated in the Long Form Notice and the Settlement  
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1 Agreement.

2 30. Potential Class Members who timely and validly exclude themselves from  
3 the Class shall not be bound by the Settlement Agreement, the settlement, or the Final  
4 Order and Final Judgment. If a potential Class Member files a request for exclusion,  
5 they may not assert an objection to the settlement. The Settlement Notice Administrator  
6 shall provide copies of any requests for exclusion to Co-Lead Counsel and Toyota's  
7 Counsel as provided in the Settlement Agreement.

8 31. Any potential Class Member that does not properly and timely exclude  
9 themself from the Class shall remain a Class Member and shall be bound by all the  
10 terms and provisions of the Settlement Agreement and the settlement and the Final  
11 Order and Final Judgment, whether or not such Class Member objected to the settlement  
12 or submits a Claim Form.

13 32. Any Class Member who has not requested exclusion and who wishes to  
14 object to the settlement or Fee Request or service awards to the Plaintiffs must deliver  
15 to Co-Lead Counsel and to Toyota's Counsel, and file with the Court, on or before  
16 October 20, 2023 a written statement of his or her objections.

17 33. For an objection to be considered by the Court, the objection must comply  
18 with the terms of the Settlement Agreement and the Long Form Notice.

19 34. No objection that fails to satisfy these requirements and any other  
20 requirements found in the Long Form Notice shall be considered by the Court.

21 35. The filing of an objection shall allow Co-Lead Counsel or counsel for  
22 Toyota to, at their discretion, notice the deposition of the objecting Class Member  
23 and/or to seek the production of documents and tangible things relevant to the objections  
24 on an expedited basis, so as to promote and ensure the efficient administration of justice,  
25 the timely resolution of objections and of this settlement, and the orderly presentation  
26 of any Class Member's objection to the settlement, in accordance with the due process

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1 to Co-Lead Counsel and to Toyota’s Counsel on or before the date listed in the deadlines  
2 chart below. In the notice, the Class Member must include his/her/their name, address,  
3 telephone number, the make, model year, and VIN number of his/her/its Subject  
4 Vehicle(s), and a signature. The Clerk of Court’s address is as follows:

5 Clerk of Court  
6 United States District Court for the Central District of California  
7 First Street Courthouse  
8 350 W. First Street, Courtroom 10B  
9 Los Angeles, CA 90012

10 Addresses of Co-Lead Counsel and Toyota’s Counsel are as follows:

11 **Co-Lead Counsel**

12 David Stelling  
13 LIEFF CABRASER HEIMANN & BERNSTEIN, LLP,  
14 250 Hudson Street, 8th Floor  
15 New York, NY 10013-1413

16 and

17 Roland Tellis  
18 BARON & BUDD, P.C.  
19 15910 Ventura Blvd, Suite 1600  
20 Encino, CA 91436

21 **Toyota’s Counsel**

22 John P. Hooper  
23 KING & SPALDING LLP  
24 1185 Avenue of the Americas  
25 New York, NY 10036

26 40. Class Members who intend to object at the Fairness Hearing must also  
27 have followed the procedures for objecting in writing as set forth in this Order. Class  
28 Members or their attorneys who intend to make an appearance at the Fairness Hearing  
must deliver a notice of intention to appear to Co-Lead Counsel and to Toyota’s

1 Counsel, and file said notice with the Court, at least 10 days before the Fairness Hearing.  
2 Any Class Member who has requested permission to speak must be present at the start  
3 of the Fairness Hearing at November 13, 2023 at 8:30 a.m..

4 41. The deadlines set forth in this Order, including the date and time of the  
5 Fairness Hearing, shall be subject to extension by the Court without further notice to  
6 the Class Members other than that which may be posted at the Court, and/or the  
7 settlement website at [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com). Class Members should  
8 check the settlement website regularly for updates and further details regarding the  
9 settlement and extensions of the deadlines thereunder.

10 42. The Court retains jurisdiction to consider all further applications arising  
11 out of or in connection with the settlement. The Court may approve the settlement, with  
12 such modifications as may be agreed to by the Parties to the settlement, if appropriate,  
13 without further notice to the Class, except that notice of such modifications shall be  
14 posted on the settlement website.

15 43. Not later than 10 days before the date of the Fairness Hearing, the  
16 Settlement Notice Administrator shall file with the Court: (a) a list reflecting all timely,  
17 valid requests for exclusion; and (b) the details outlining the scope, methods of  
18 distribution, and results of the Class Notice.

19 **Stay/Bar of Other Proceedings**

20 44. Pending the Fairness Hearing and the Court's decision whether to finally  
21 approve the settlement, all proceedings in the Action, other than proceedings necessary  
22 to carry out or enforce the Settlement Agreement or this Order, are stayed and  
23 suspended, until further order from this Court. The Court further enjoins potential Class  
24 Members from challenging in any action or proceeding any matter covered by this  
25 Settlement Agreement, except for proceedings in this Court to determine whether the  
26 Settlement Agreement will be given final approval. Pursuant to 28 U.S.C. § 1651(a) and

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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 Settlement 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 as provided for in the Settlement Agreement.

**Settlement Deadlines**

45. The Court hereby establishes the following schedule, in accordance with the Parties’ Settlement Agreement, which shall govern the settlement proceedings in this Action unless continued or otherwise modified by the Court:

EVENT	DEADLINES
Initial Class Notice to be Disseminated	No later than August 11, 2023
Toyota’s Counsel shall provide to the Settlement Notice Administrator a list of all counsel for anyone who has then-pending economic-loss litigation against Toyota relating to ZF-TRW ACU claims involving the Subject Vehicles and/or otherwise covered by the Release, other than those counsel in the Actions	No later than August 16, 2023
Direct Mail Notice to be Substantially Completed	No later than September 11, 2023
Plaintiffs’ Motion, Memorandum of Law and Other Materials in Support of their Requested Award of Attorneys’ Fees, Reimbursement of Expenses, and Request for Class Representatives’ Service Awards to be Filed with the Court	No later than September 22, 2023
Parties’ Motion for Final Approval, Memoranda of Law, and Other Materials in	No later than September 22, 2023

1	Support of Final Approval to be Filed with the Court	
2	Deadline for Receipt by the Clerk of All	October 20, 2023
3	Objections Filed and/or Mailed by Class Members	
4	Postmark Deadline for Class Members to	October 20, 2023
5	Mail their Request to Exclude Themselves	
6	(Opt-Out) to Settlement Notice Administrator	
7	Deadline for filing Notice of Intent to	November 3, 2023 (filing is to
8	Appear at Fairness Hearing by Class	be with Clerk of the Court with
9	Members and/or their Personal Attorneys	copies served on Co-Lead
		Counsel and Toyota’s Counsel)
10	Settlement Notice Administrator Shall File	October 30, 2023
11	List of Opt-Outs and the Results of the	
12	Dissemination of the Notice with the Court	
13	Parties’ Supplemental Memorandum of Law	October 30, 2023
14	in Further Support of the Settlement to be	
15	Filed with the Court and Response to	
16	Objections and Requests for Exclusion from the Class	
17	Fairness Hearing	November 13, 2023 at 8:30 a.m.
18		- No sooner than 126 days after
19		Preliminary Approval Order

**Effect of Failure to Approve the Settlement or Termination**

46. 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:

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

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

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

8 d. Plaintiffs and all other Class Members, on behalf of themselves and  
9 their heirs, assigns, executors, administrators, predecessors, and successors, expressly  
10 and affirmatively reserve and do not waive all motions as to, and arguments in support  
11 of, all claims, causes of actions or remedies that have been or might later be asserted in  
12 the Actions including, without limitation, any argument concerning class certification,  
13 and treble or other damages;

14 e. Toyota and the other Released Parties expressly and affirmatively  
15 reserve and do not waive all motions and positions as to, arguments in support of, and  
16 substantive and procedural rights as to all defenses to the causes of action or remedies  
17 that have been sought or might be later asserted in the actions, including without  
18 limitation, any argument or position opposing class certification, liability or damages;

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

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

26  
27  
28

1 h. All costs incurred in connection with the Settlement, including, but  
2 not limited to, notice, publication, and customer communications, shall be paid from  
3 the Settlement Fund and all remaining funds shall revert back to Toyota as soon as  
4 practicable. Neither Plaintiffs nor Settlement Class Counsel shall be responsible for any  
5 of these costs or other settlement-related costs; and

6 i. Any Attorneys' Fees and Expenses previously paid to Settlement  
7 Class Counsel shall be returned to Toyota within 14 calendar days of termination of the  
8 Agreement.

9 **General Provisions**

10 47. The Parties are authorized to take all necessary and appropriate steps to  
11 establish the means necessary to implement the Settlement Agreement. Co-Lead  
12 Counsel and Toyota's Counsel are hereby authorized to use all reasonable procedures  
13 in connection with approval and administration of the settlement that are not materially  
14 inconsistent with this Order or the Settlement Agreement, including making, without  
15 further approval of the Court, minor changes to the Settlement Agreement, to the form  
16 or content of the Class Notice or to any other exhibits that the Parties jointly agree are  
17 reasonable or necessary.

18 48. As set forth in the Settlement Agreement, if the Settlement Agreement is  
19 not finally approved by the Court or is terminated for any reason (in whole or in part)  
20 the settlement will be rescinded and will be without further legal effect. The Parties will  
21 then litigate the lawsuit as if this settlement had never occurred, without prejudice to  
22 any claims or defenses they may have. Pursuant to Fed. R. Evid. 408, the settlement,  
23 the Settlement Agreement, and all related briefing, arguments, transcripts, and  
24 documents will be inadmissible in any proceeding to prove or disprove the validity of  
25 any claim, defense, or allegation asserted in the Action. The provisional certification of  
26 the Class pursuant to this Order shall be vacated automatically and the Action shall

1 proceed as though the Class had never been certified. The Parties shall have all of the  
2 rights, defenses, and obligations they would have had absent the Settlement Agreement.

3 49. The terms and provisions of the Settlement Agreement may be amended,  
4 modified, or expanded by written agreement of the Parties and approval of the Court;  
5 provided, however, that after entry of the Final Order and Final Judgment, the Parties  
6 may by written agreement effect such amendments, modifications, or expansions of this  
7 Settlement Agreement and its implementing documents (including all exhibits) without  
8 further notice to the Class or approval by the Court if such changes are consistent with  
9 the Court’s Final Order and Final Judgment and do not limit the rights of Class Members  
10 under the Settlement Agreement.

11 50. Any confidential information made available to Class Representatives and  
12 Class Counsel solely through the settlement process shall not be disclosed to third  
13 parties (other than experts or consultants retained by Class Representatives in  
14 connection with the Action); shall not be the subject of public comment; shall not be  
15 used by Class Representatives or Class Counsel in any way in this litigation or otherwise  
16 should the Settlement Agreement not be achieved; and shall be returned if a settlement  
17 is not concluded; provided, however, that nothing contained herein shall prohibit Class  
18 Representatives from seeking such information through formal discovery if not  
19 previously requested through formal discovery or from referring to the existence of such  
20 information in connection with the settlement of the Action.

21  
22 **IT IS SO ORDERED:**

23 Date: \_\_\_\_\_

HON. JOHN A. KRONSTADT  
United States District Court