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

26 ALFRED SALAS and GLORIA
27 ORTEGA, individually and on behalf of
28 a class of similarly situated individuals,

Plaintiffs,

vs.

TOYOTA MOTOR SALES, U.S.A.,
INC.

Defendant.

Case No: 2:15-cv-08629-HDV-E

**DECLARATION OF PATRICK A.
JUNEAU IN SUPPORT OF FINAL
SETTLEMENT APPROVAL**

1 I, Patrick A. Juneau, declare as follows:

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

4 2. I was appointed by the Court to serve as the Settlement Special Master in
5 this case on February 22, 2024. (Dkt. No. No. 262.) Except where noted, the testimony
6 set forth in this declaration is based on my first-hand knowledge, about which I would
7 and could testify competently in Court if called upon to do so.¹

8 3. As I stated in my Affidavit in support of the Joint Motion to Appoint Patrick
9 A. Juneau as Settlement Special Master dated February 16, 2024 (Dkt. No. 260-2, ¶ 5)
10 and my Affidavit in support of Preliminary Approval of Class Action Settlement dated
11 March 20, 2024 (“Prelim. Approval Decl.”) (Dkt. No. #, ¶¶4-5), I have significant
12 experience as Settlement Special Master, a mediator resolving large and complex cases,
13 and/or otherwise addressing settlement and related issues in other class actions and mass
14 torts.

15 4. Specific examples of my Settlement Special Master experience include: *In*
16 *re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico*, (Case No. 10-
17 md-02179, E.D. La.) (Honorable Carl J. Barbier); *In re: Vioxx Prod. Liab. Litig.*, (Case
18 No. 05-md-01657, E.D. La.) (Honorable Eldon Fallon); *In re Guidant Corp. Implantable*
19 *Defibrillators Prod. Liab. Litig.*, (Case No. 05-md-1708, D. Minn.) (Honorable Donovan
20 W. Frank); *In re Avandia Marketing, Sales Pract. Prod. Liab. Litig.*, (Case No. 07-md-
21 01871, E.D. Pa.) (Honorable Cynthia M. Rufe); *In re: Takata Airbag Prod. Liab. Litig.*,
22 (Case No. 1:15-md-02599, S.D. Fla.) (Honorable Federico A. Moreno); *In re: Toyota*
23 *Motor Corp. Unintended Acceleration Marketing, Sales Pract., and Prod. Liab. Litig.*
24 (Case No. 10-ml-02151, C.D. Cal.) (Honorable James V. Selna); *Warner, et al. v. Toyota*
25 *Motor Sales, U.S.A., Inc.*, (Case No. 2:15-cv-02171, C.D. Cal.) (Honorable Fernando M.
26 Olguin); *Cheng v. Toyota Motor Corp.* (Case No: 1:20-cv-00629, E.D.N.Y.) (Honorable
27 James R. Cho); *In Re: ZF-TRW Airbag Control Units Products Liability Litigation* (Case
28

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

1 No. 2:19-ml-02905, C.D. Cal.) (Honorable John A. Kronstadt); and *McCarthy v. Toyota*
2 *Motor Corp.* (Case No. 8:18-cv-00201-JLS-KES, C.D. Cal.) (Honorable Josephine L.
3 Staton).

4 5. I have also administered the claims process in numerous settlements
5 including *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico*,
6 (Case No. 10-md-02179, E.D. La.), in which I paid out about \$12 billion for over 400,000
7 claims over a five year period; *In Re: Takata Airbag Products Liability Litigation* (Case
8 No. 15-MD-25999, S.D. Fla.), in which I have paid out several hundred million dollars
9 in claims involving eight different automotive manufacturers; and many Toyota
10 settlements including: *Cheng v. Toyota Motor Corp.* (Case No: 1:20-cv-00629,
11 E.D.N.Y.); *In Re: ZF-TRW Airbag Control Units Products Liability Litigation* (Case No.
12 2:19-ml-02905, C.D. Cal.); and *McCarthy v. Toyota Motor Corp.* (Case No. 8:18-cv-
13 00201-JLS-KES, C.D. Cal.). Generally, as claims administrator, my role has been to
14 review and analyze the claims received, determine the validity of the claims, issue
15 acceptances and deficiency notices, review responses to both acceptances and
16 deficiencies, and pay out valid claims.

17 6. As Settlement Special Master in this case, I acted as a mediator during
18 negotiations between Class Counsel and Toyota's Counsel. *See* Prelim. Approval Decl.,
19 ¶¶6-8.

20 7. The mediation that resulted in the proposed Settlement took place less than
21 a week before trial. At that time, I advised Class Counsel and Toyota's Counsel that
22 there were significant, complex problems for the Class to overcome in this case. For
23 example:

- 24 a. Plaintiffs could have lost during motions for summary judgment and
25 motions to decertify. This risk was significant given that Toyota had
26 success in limiting the Class and the claims at issue in the Action.
- 27 b. The Class could have been decertified on appeal, and any favorable
28 verdict could have been challenged on appeal.

1 c. In *Cardenas v. Toyota Motor Corp.*, Case No. 18-cv-22798 (S.D.
2 Fla.) Toyota obtained a defense verdict in a case involving the same
3 Toyota Camry model and claims at issue here. If the same result were
4 to occur here, then the Class would recover nothing.

5 8. I articulated these concerns to Class Counsel and Toyota's Counsel, as well
6 as the risks to Toyota of proceeding to trial.

7 9. After the Parties reached agreement on the substantive terms of the
8 Settlement, the Parties requested that I assist in an in-person mediation for the attorneys'
9 fees, costs, and individual plaintiff service awards. I agreed and met with the Parties'
10 Counsel on March 11, 2024, to hear their positions on the valuation of the Settlement,
11 attorneys' fees, costs, and awards. After hearing the presentations from all the Parties,
12 including back and forth arms' length negotiations relating to their various positions, the
13 Parties requested that I propose a mediator's number for the amount of attorneys' fees and
14 Plaintiff service awards and I recommended a mediator's number of \$4,100,000.00 for
15 Class Counsel attorneys' fees.

16 10. In my opinion, given my extensive experience as a litigator, the relief
17 provided in the proposed Settlement is fair, reasonable, and adequate in light of the
18 history of this Action, the competency of the counsel involved, and the risks involved if
19 this case was to proceed to trial and directly addresses the claims Plaintiffs included in
20 their Second Amended Complaint.

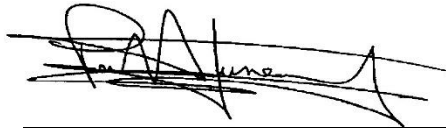
21 11. My role as Claims Administrator is similar to my role in other class action
22 settlements. In my opinion, the number of claims that have been submitted since the
23 Initial Notice is not unexpected. While the Class size is approximately 368,000 Class
24 Members, there are only approximately 215,000 Subject Vehicles. It is my
25 understanding that only a very small percentage of these Subject Vehicles likely ever
26 experienced an odor issue. As such, one would expect the number of claims to be small.
27
28

1 12. However, based on my experience, I also anticipate that there will be a
2 meaningful increase in claims immediately prior to the claim submission deadlines of
3 May 31, 2025, and May 31, 2026.

4 13. I welcome the opportunity to appear before the Court and answer any
5 questions that the Court has.

6
7 I declare the foregoing under penalty of perjury under the laws of the United States
8 of America.

9
10 Executed on December 4th, 2024 in Lafayette, Louisiana.

11
12
13
14 

15 _____
16 Patrick A. Juneau