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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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

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

Plaintiffs,

v.

TOYOTA MOTOR SALES, U.S.A.,
INC., a California Corporation,

Defendant.

**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 have agreed to a proposed class action settlement,
2 the terms and conditions of which are set forth in an executed Settlement Agreement.¹ The Parties
3 reached the Settlement through arm’s-length negotiations with the assistance and oversight of
4 Settlement Special Master Patrick A. Juneau. Under the Settlement Agreement, subject to the terms
5 and conditions therein and subject to Court approval, the Action will be dismissed with prejudice,
6 and proposed class representatives and the proposed Class would fully, finally, and forever resolve,
7 discharge, and release their claims against the Released Parties related to this action in exchange for
8 the relief set forth in the Settlement Agreement.

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

- 14 i. this Court has jurisdiction over the subject matter and Parties to these proceedings;
- 15 ii. the proposed Class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure
16 and should be preliminarily certified for Settlement purposes only;
- 17 iii. the persons identified below should be appointed Settlement class representatives, and Class
18 Counsel for Settlement purposes only;
- 19 iv. the Settlement is the result of informed, good-faith, arm’s-length negotiations between the
20 Parties and their capable and experienced counsel and is not the result of collusion;
- 21 v. the Settlement is fair, reasonable, and adequate and should be preliminarily approved;
- 22 vi. the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending
23 notice of the Settlement to the Class;
- 24 vii. the proposed Notice Program and proposed forms of notice satisfy Rule 23 and Constitutional
25 Due Process requirements and are reasonably calculated under the circumstances to apprise

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

1 the Class of the pendency of the Action, preliminary class certification for settlement purposes
2 only, the terms of the Settlement, details regarding Class Counsel’s application for an award
3 of attorneys’ fees and expenses (“Fee Application”) and request for Plaintiff service awards,
4 their rights to opt-out of the Class and object to the Settlement, and the process for submitting
5 a Claim;

6 viii. good cause exists to schedule and conduct a Fairness Hearing, pursuant to Rule 23(e), to assist
7 the Court in determining whether to grant final approval of the Settlement, certify the Class,
8 for settlement purposes only, and issue a Final Order and Final Judgment, and whether to
9 grant Class Counsel’s Fee Application and request for Plaintiff service awards; and

10 ix. whether the other related matters pertinent to the preliminary approval of the Settlement
11 should also be approved.

12 Based on the foregoing, **THE COURT HEREBY GRANTS THE MOTION FOR**
13 **PRELIMINARY APPROVAL AND MAKES THE FOLLOWING FINDINGS AND**
14 **ORDERS:**

15 The Court finds that it has jurisdiction over the Action and the Parties pursuant to 28 U.S.C.
16 §§ 1331 and 1332 for purposes of settlement, and venue is proper in this district pursuant to 28 U.S.C.
17 § 1391(a). The Court shall retain continuing jurisdiction for the purpose of enforcing the Settlement
18 Agreement after the entry of a Final Order and Judgment.

19 **Preliminary Class Certification for Settlement Purposes Only, and Appointment of Class**

20 **Representatives and Class Counsel**

21 1. In deciding whether to preliminarily certify a settlement class, a court must consider
22 the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all
23 Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court
24 need not consider the manageability of a potential trial, since the settlement, if approved, would
25 obviate the need for a trial. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *Wang v.*
26 *Chinese Daily News, Inc.*, 737 F.3d 538, 542-44 (9th Cir. 2013).
27

1 2. The Court finds that the requirements of Rule 23 of the Federal Rules of Civil
2 Procedure and other laws and rules applicable to preliminary settlement approval of class actions have
3 been satisfied. The proposed settlement appears to be the product of serious, informed negotiations
4 that were conducted in good faith and at arms' length between the Parties' counsel, and falls within
5 the range of possible approval as fair, reasonable, and adequate. *See Rodriguez v. West Publ'g Corp.*,
6 563 F.3d 948 (9th Cir. 2009). Therefore, the Court preliminarily approves the settlement of this Action
7 as memorialized in the Settlement Agreement, and finds it will be likely to certify the following Class
8 for settlement purposes only:

9 All individuals in California who, at any time prior to the occurrence of the Initial
10 Notice Date own(ed), purchase(d), and/or lease(d) a model year 2012 to 2015 Camry
11 XV50 ("Subject Vehicle"). Excluded from the Class are: (a) Toyota, its officers,
12 directors and employees; its affiliates and affiliates' officers, directors and employees;
13 its distributors and distributors' officers, directors and employees; and Toyota Dealers
14 and Toyota Dealers' officers and directors; (b) Class Counsel; and (c) judicial officers
15 and their immediate family members and associated court staff assigned to this case.
16 In addition, persons are not Class Members once they timely and properly exclude
17 themselves from the Class as provided for in this Settlement Agreement, once the
18 exclusion request has been finally approved by the Court.

19 3. Specifically, the Court finds, for settlement purposes, that the Class likely satisfies the
20 following factors of Rule 23:

21 a. Numerosity: In the Action, approximately two hundred and fifteen thousand,
22 spread out across the state of California, are members of the proposed Class. Their joinder is
23 impracticable. Thus, the Rule 23(a)(1) numerosity requirement is met. *See In re Chrysler-Dodge-Jeep*
24 *Ecodiesel Mktg., Sales Pracs., & Prod. Liab. Litig. ("FCA EcoDiesel)*, No. 17-MD-02777-EMC, 2019
25 WL 536661, at *5 (N.D. Cal. Feb. 11, 2019) (numerosity satisfied where "there are approximately
26 100,000 vehicles that were sold or leased to consumers in the United States").

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

1 the commonality requirement is satisfied for settlement purposes because there are multiple questions
2 of law and fact that center on Toyota’s sale of Subject Vehicles equipped with allegedly defective
3 heating, ventilation, and air conditioning (“HVAC”) units, as alleged in the Second Amended Class
4 Action Complaint.

5 c. Typicality: The Plaintiffs’ claims are typical of the Class for purposes of this
6 Settlement because they concern the same general alleged conduct, arise from the same legal theories,
7 and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See*
8 *Armstrong v. Davis*, 275 F.3d 849, 868 (9th Cir. 2001) (finding typicality is “satisfied when each class
9 member’s claim arises from the same course of events, and each class member makes similar legal
10 arguments to prove the defendant’s liability.”).

11 d. Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed
12 Settlement Class Representatives have interests antagonistic to the Class; and (2) whether the proposed
13 class counsel has the competence to undertake the litigation at issue. *See In re Volkswagen “Clean*
14 *Diesel” Mktg., Sales Practices, & Prods. Liab. Litig. (“VW Clean Diesel”)*, No. 2672 CRB (JSC),
15 2017 WL 672820, at *5 (N.D. Cal. Feb. 16, 2017); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020
16 (9th Cir. 1998)). Rule 23(a)(4) is satisfied here because there are no conflicts of interest between the
17 Plaintiffs and the Class, and Plaintiffs have retained competent counsel to represent them and the
18 Class. Class Counsel here regularly engage in consumer class litigation and other complex litigation
19 similar to the present Action, and have dedicated substantial resources to the prosecution of the Action.
20 Moreover, the Plaintiffs and Class Counsel have vigorously and competently represented the Class
21 Members’ interests in the Action.

22 e. Predominance and Superiority: Rule 23(b)(3) is satisfied for settlement
23 purposes, as well, because the common legal and alleged factual issues here predominate over
24 individualized issues, and resolution of the common issues for approximately one hundred sixty-three
25 thousand Class Members in a single, coordinated proceeding is superior to thousands of individual
26 lawsuits addressing the same legal and factual issues. *See Tyson Foods v. Bouaphakeo*, 136 S. Ct. 1036,

1 1045 (2016). With respect to predominance, Rule 23(b)(3) requires that “[c]ommon issues of fact and
2 law . . . ha[ve] a direct impact on every class member’s effort to establish liability that is more
3 substantial than the impact of individualized issues in resolving the claim or claims of each class
4 member.” *Sacred Heart Health Sys., Inc. v. Humana Mil. Healthcare Servs., Inc.*, 601 F.3d 1159, 1170
5 (11th Cir. 2010) (internal quotation marks and citation omitted). Based on the record currently before
6 the Court, the predominance and superiority requirements are satisfied here for settlement purposes
7 because common questions present a significant aspect of the case and can be resolved for all Class
8 Members in a single common judgment. *See VW Clean Diesel*, 2017 WL 672820, at *8; *see also*
9 *Hanlon*, 150 F.3d at 1023.

10 4. After considering the application for Class Counsel, the Court hereby appoints Tarek
11 H. Zohdy of Capstone Law APC and Paul Kiesel of Kiesel Law Firm as Class Counsel.

12 5. Class Counsel have further applied for appointment of proposed Settlement class
13 representatives: Alfred Salas and Gloria Ortega. Having considered that application, the Court hereby
14 appoints these individuals as Settlement class representatives.

15 **Preliminary Approval of the Settlement**

16 6. Upon preliminary evaluation, there are no indications that the settlement is the product
17 of fraud or overreaching by, or collusion between, the negotiating parties. *See Allen v. Bedolla*, 787
18 F.3d 1218, 1224 (9th Cir. 2015); *see also In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935,
19 947(9th Cir. 2011). The settlement appears to be the result of extensive, good-faith, arm’s-length
20 negotiations that took place between the parties by counsel who are experienced in similar litigation
21 along with the assistance of the Settlement Special Master Patrick A. Juneau – who was appointed
22 Settlement Special Master by this Court on February 22, 2024 (Dkt. No. 262) – and which followed
23 substantial discovery that was sufficient to enable counsel and the Court to make informed decisions.
24 *See Manual for Complex Litigation (Third)* § 30.42 (West 1995) (“A presumption of fairness,
25 adequacy, and reasonableness may attach to a class settlement reached in arm’s-length negotiations
26 between experienced, capable counsel after meaningful discovery.”).

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1 7. The proposed Settlement Agreement provides the following consideration to the Class:
2 Out-of-Pocket Reimbursement Program that shall be used to pay for certain eligible
3 reasonable, unreimbursed out-of-pocket expenses that are incurred by Class Members
4 related to the HVAC Systems in their Subject Vehicles:

5 a. Reimbursement of Out-of-Pocket Expenses Incurred After the Initial Notice
6 Date.

7 i. Class Members are entitled to file a Claim with the Settlement Notice
8 Administrator for reimbursement, up to \$100, of the reasonable,
9 unreimbursed out-of-pocket expenses incurred after the Initial Notice
10 Date, to replace and install a charcoal filter in the Subject Vehicle.

11 ii. For model year 2014-2015 Subject Vehicles, claims for out-of-pocket
12 expenses incurred after the Initial Notice Date must be postmarked (in
13 the case of mailed claims) or filed with the Settlement Notice
14 Administrator (in the case of electronic claims) within two years of the
15 Initial Notice Date.

16 iii. For model year 2012-2013 Subject Vehicles, claims for out-of-pocket
17 expenses incurred after the Initial Notice Date must be postmarked (in
18 the case of mailed claims) or filed with the Settlement Notice
19 Administrator (in the case of electronic claims) within one year of the
20 Initial Notice Date.

21 iv. A Class Member is entitled to make one Claim per Subject Vehicle for
22 reimbursement of out-of-pocket expenses incurred after the Initial
23 Notice Date.

24 b. Reimbursement of Out-of-Pocket Expenses Incurred Before the Initial Notice
25 Date.

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- 1 i. Class Members are entitled to file a Claim with the Settlement Notice
- 2 Administrator for reimbursement of the reasonable, unreimbursed out-
- 3 of-pocket expense incurred before the Initial Notice Date, to: (i) replace
- 4 and install a charcoal filter in the Subject Vehicle; and/or (ii) have the
- 5 evaporator flushed on a Subject Vehicle.
- 6 ii. A Class Member is entitled to make one Claim per Subject Vehicle for
- 7 reimbursement of out-of-pocket expenses incurred on or before the
- 8 Initial Notice Date.
- 9 iii. A Claim for reimbursement of out-of-pocket expenses incurred on or
- 10 before the Initial Notice Date must be postmarked (in the case of
- 11 mailed claims) or filed with the Settlement Notice Administrator (in
- 12 the case of electronic claims) within one year of the Initial Notice Date.

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

19 **Approval of the Notice Program and Direction to Effectuate the Notice**

20 9. The Court has considered the form and content of the Notice Program (copies of which
21 are attached to the Settlement Agreement as Exhibit 2 [Dkt. No. 264-3]). The Direct Notice (email
22 and postcard) shall also include a statement in Spanish (and any other foreign language agreed upon
23 by the Parties) directing recipients to the informational website. All case and claim information on
24 this website—including deadlines, the Long Form Notice and other notices, and instructions on how
25 to submit a claim—will be accessible in English, Spanish and any additional languages agreed upon
26 by the Parties.

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1 10. Subject to Paragraph 9, the Court finds that the Notice Program and methodology as
2 described in the Settlement Agreement and in the Declaration of the Settlement Notice Administrator:
3 (a) meet the requirements of due process and Federal Rules of Civil Procedure 23(c) and (e); (b)
4 constitutes the best notice practicable under the circumstances to all persons entitled to notice; and (c)
5 satisfies the Constitutional requirements regarding notice.

6 11. In addition, the Court finds that the Notice Program: (a) apprises Class Members of the
7 pendency of the Action, the terms of the proposed settlement, their rights and deadlines under the
8 settlement; (b) is written in simple terminology; (c) is readily understandable by Class Members;
9 (d) provides sufficient notice of Class Counsel’s request for attorneys’ fees and costs and Plaintiff
10 service awards; and (e) complies with the Federal Judicial Center’s illustrative class action notices.

11 12. Subject to Paragraph 9, the Court hereby approves the Notice Program and the
12 methodology described in the Settlement Agreement and in the Declaration of the Settlement Notice
13 Administrator in all respects, and it hereby orders that notice be commenced no later than June 1,
14 2024.

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

19 14. Direct Mailed Notice to the persons identified by S&P shall be substantially completed
20 in accordance with the Notice Program. Toyota is hereby ordered to obtain, through the Settlement
21 Notice Administrator, such vehicle registration information through S&P, which specializes in
22 obtaining such information, from the applicable Departments of Motor Vehicles or equivalents.

23 15. The Court authorizes the Settlement Notice Administrator, through data aggregators or
24 otherwise, to request, obtain and utilize vehicle registration information from the applicable
25 Departments of Motor Vehicles or equivalents for the purposes of identifying the identity of and
26 contact information for purchasers and lessees of Class Vehicles. Vehicle registration information

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1 includes, but is not limited to, owner/lessee name and address information, registration date, year,
2 make, and model of the vehicle.

3 16. The Parties have also proposed the appointment of Patrick A. Juneau and Patrick Hron
4 of Juneau David, APLC, as Settlement Claims Administrators and Cameron Azari of Epiq Solutions
5 as Settlement Notice Administrator. Having considered the resumes and declarations of each, the
6 Court hereby approves these appointments.

7 17. The Settlement Notice Administrator shall send the Direct Mailed Notice, substantially
8 in the form attached to the Settlement Agreement as Exhibit 4, by e-mail and/or first-class U.S. Mail,
9 proper postage prepaid to Class Members, as identified by data to be provided to the Settlement Notice
10 Administrator by S&P. The mailings of the Direct Mailed Notice to the persons identified by the
11 Settlement Notice Administrator shall be substantially completed by August 15, 2024.

12 18. Subject to Paragraph 9, the Court further approves, as to form and content, the Long-
13 Form Notice, the Publication Notice, and the Claim Form, which are attached to the Settlement
14 Agreement as Exhibits 3, 5, and 7, respectively. The Court also approves the establishment of an
15 internet website for the settlement. The website shall conform to the terms of the Settlement
16 Agreement, and shall include documents relating to the settlement, orders of the Court relating to the
17 settlement and such other information as Toyota and Class Counsel mutually agree would be beneficial
18 to potential Class Members. The website shall also accept electronically filed Claim Forms and shall
19 be optimized for search engines and for use on mobile phones. Toyota shall pay the costs of the Notice
20 Program in accordance with the Settlement Agreement. The Parties are hereby authorized to establish
21 the means necessary to implement the notice and/or other terms of the Settlement Agreement.

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

23 19. The Fairness Hearing is set for October 30, 2024 at 10:00 AM. The Fairness Hearing
24 will be held before the Honorable Hernán D. Vera at the United States District Court, Central District
25 of California, First Street Courthouse, 350 W. First Street, Courtroom 5B, Los Angeles, CA 90012, to
26 consider, *inter alia*, the following: (a) whether the Class should be certified for settlement purposes;

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1 (b) whether the settlement and Settlement Agreement should be finally approved as fair, reasonable
2 and adequate; and (c) whether to approve Class Counsel Attorneys' Fees and Expenses ("Fee
3 Request") and individual awards to the Settlement Class Representatives.

4 20. Class Members who wish to be excluded from the Class must mail a written request
5 for exclusion to the Settlement Notice Administrator at the address provided in the Long Form Notice,
6 specifying that he or she wants to be excluded and otherwise complying with the terms stated in the
7 Long Form Notice and the Settlement Agreement.

8 21. Potential Class Members who timely and validly exclude themselves from the Class
9 shall not be bound by the Settlement Agreement, the settlement, or the Final Order and Final Judgment.
10 If a potential Class Member files a request for exclusion, they may not assert an objection to the
11 settlement. The Settlement Notice Administrator shall provide copies of any requests for exclusion to
12 Class Counsel and Toyota's Counsel as provided in the Settlement Agreement.

13 22. Any potential Class Member that does not properly and timely exclude himself from
14 the Class shall remain a Class Member and shall be bound by all the terms and provisions of the
15 Settlement Agreement and the settlement and the Final Order and Final Judgment, whether or not such
16 Class Member objected to the settlement or submits a Claim Form.

17 23. Any Class Member who has not requested exclusion and who wishes to object to the
18 settlement or Fee Request or service awards to the Plaintiffs must deliver to Class Counsel and to
19 Toyota's Counsel, and file with the Court, on or before September 30, 2024 a written statement of his
20 or her objections.

21 24. For an objection to be considered by the Court, the objection must comply with the
22 terms of the Settlement Agreement and the Long Form Notice.

23 25. No objection that fails to satisfy these requirements and any other requirements found
24 in the Long Form Notice shall be considered by the Court.

25 26. The filing of an objection shall allow Class Counsel or counsel for Toyota to, at their
26 discretion, notice the deposition of the objecting Class Member and/or to seek the production of
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1 Counsel and to Toyota’s Counsel on or before the date listed in the deadlines chart below. In the notice,
2 the Class Member must include his/her/their name, address, telephone number, the make, model year,
3 and VIN number of his/her/its Subject Vehicle(s), and a signature. The Clerk of Court’s address is as
4 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 5B
9 Los Angeles, CA 90012

10 Addresses of Class Counsel and Toyota’s Counsel are as follows:

11 **Class Counsel**

12 Tarek H. Zohdy
13 Capstone Law APC
14 1850 Century Park East, Suite 1000
15 Los Angeles, CA 90067
16 Tel.: (310) 556-4811
17 Email: tarek.zohdy@capstonelawyers.com

18 Paul Kiesel
19 Kiesel Law LLP
20 8648 Wilshire Blvd.
21 Beverly Hills, CA 90211
22 Tel.: (310) 854-4444
23 Email: kiesel@kiesel.law

24 **Toyota’s Counsel**

25 John P. Hooper
26 KING & SPALDING LLP
27 1185 Avenue of the Americas
28 New York, NY 10036

31. Class Members who intend to object at the Fairness Hearing must also have followed the procedures for objecting in writing as set forth in this Order. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to Class Counsel and to Toyota’s Counsel, and file said notice with the Court, at least 10 days before the Fairness Hearing. Any Class Member who has requested permission to speak must be present at the start of the Fairness Hearing on October 30, 2024 at 10:00 AM.

1 32. The deadlines set forth in this Order, including the date and time of the Fairness
2 Hearing, shall be subject to extension by the Court without further notice to the Class Members other
3 than that which may be posted at the Court, and/or the settlement website. Class Members should
4 check the settlement website regularly for updates and further details regarding the settlement and
5 extensions of the deadlines thereunder.

6 33. The Court retains jurisdiction to consider all further applications arising out of or in
7 connection with the settlement. The Court may approve the settlement, with such modifications as
8 may be agreed to by the Parties to the settlement, if appropriate, without further notice to the Class,
9 except that notice of such modifications shall be posted on the settlement website.

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

13 **Stay/Bar of Other Proceedings**

14 35. Pending the Fairness Hearing and the Court's decision whether to finally approve the
15 settlement, all proceedings in the Action, other than proceedings necessary to carry out or enforce the
16 Settlement Agreement or this Order, are stayed and suspended, until further order from this Court. The
17 Court further enjoins potential Class Members from challenging in any action or proceeding any
18 matter covered by this Settlement Agreement, except for proceedings in this Court to determine
19 whether the Settlement Agreement will be given final approval. Pursuant to 28 U.S.C. §§ 1651(a) and
20 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid
21 of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the
22 settlement, all Class Members who do not timely and validly exclude themselves from the Class shall
23 be forever enjoined and barred from asserting any of the matters, claims or causes of action released
24 pursuant to the Settlement Agreement against any of the Released Parties, and any such Class Member
25 shall be deemed to have forever released any and all such matters, claims, and causes of action as
26 provided for in the Settlement Agreement.

Settlement Deadlines

36. 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:

Effect of Failure to Approve the Settlement or Termination

EVENT	DEADLINES
Initial Notice to the Class be Disseminated	June 1, 2024
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 the instant HVAC allegations involving the Subject Vehicles in California courts and/or otherwise covered by the Release, other than those counsel in the Action	May 15, 2024
Direct Mailed Notice to be Substantially Completed	August 15, 2024
Plaintiffs’ Motion, Memorandum of Law and Other Materials in Support of their Requested Award of Attorneys’ Fees, Reimbursement of Expenses, and Request for Plaintiff Service Awards to be Filed with the Court	September 1, 2024
Parties’ Motion for Final Approval, Memoranda of Law, and Other Materials in Support of Final Approval to be Filed with the Court	September 1, 2024
Deadline for Receipt by the Clerk of All Objections Filed and/or Mailed by Class Members	September 30, 2024
Postmark Deadline for Class Members to Mail their Request to Exclude Themselves (Opt-Out) to Settlement Notice Administrator	September 30, 2024
Deadline for filing Notice of Intent to Appear at Fairness Hearing by Class Members and/or their Personal Attorneys	September 30, 2024 (filing is to be with the Clerk of the Court with copies served on Class Counsel and Toyota’s Counsel)
Settlement Notice Administrator Shall File List of Opt-Outs and the Results of the Dissemination of the Notice with the Court	October 25, 2024
Parties’ Supplemental Memorandum of Law in Further Support of the Settlement to be Filed with the Court and Response to Objections and Requests for Exclusion from the Class	October 25, 2024
Fairness Hearing	October 30, 2024 at 10:00 AM

37. In the event the Settlement is not approved by the Court, or for any reason the Parties

1 fail to obtain a Final Order and Final Judgment as contemplated in the Settlement, or the Settlement
2 is terminated pursuant to its terms for any reason, then the following shall apply:

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

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

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

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

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

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

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

3 h. All costs incurred in connection with the Settlement, including, but not limited
4 to, notice, publication, and customer communications, shall be paid by Toyota. Neither Plaintiffs nor
5 Class Counsel shall be responsible for any of these costs or other settlement-related costs; and

6 i. Any Attorneys' Fees and Expenses previously paid to Class Counsel shall be
7 returned to Toyota within thirty (30) calendar days of termination of the Agreement.

8 **General Provisions**

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

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

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

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

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16 **IT IS SO ORDERED.**



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18 Date: 4/12/24

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20 Hon. Hernán D. Vera
21 United States District Court
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