

1 David S. Stellings (*pro hac vice*)
2 dstellings@lchb.com
3 LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP
4 250 Hudson Street, 8th Floor
New York, New York 10013-1413
5 Telephone: 212.355.9500
6 Facsimile: 212.355.9592

7 Roland Tellis (SBN 186269)
8 rtellis@baronbudd.com
BARON & BUDD, P.C.
9 15910 Ventura Boulevard, Suite 1600
10 Encino, CA 91436
11 Telephone: 818.839.2333

12 *Co-Lead Counsel for Plaintiffs*

13
14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**
16

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

MDL No. 2905

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

21 **JOINT DECLARATION OF**
22 **PLAINTIFFS' CO-LEAD COUNSEL IN**
23 **SUPPORT OF PLAINTIFFS' MOTION**
24 **FOR PRELIMINARY APPROVAL OF**
25 **CLASS ACTION SETTLEMENT AND**
26 **DIRECTION OF CLASS NOTICE**

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1 **DECLARATION OF ROLAND TELLIS AND DAVID STELLINGS**

2 We, Roland Tellis and David Stellings, declare as follows:

3 1. Roland Tellis is an attorney licensed to practice before this Court and
4 all courts of the State of California. David Stellings is admitted to practice before
5 this Court *pro hac vice*. We are partners in the law firms of Baron & Budd, P.C. and
6 Lieff Cabraser Heimann & Bernstein, LLP, respectively, and were appointed by this
7 Court as Co-Lead Counsel for Plaintiffs in the above-captioned matter. ECF 106.

8 2. We have personal knowledge of the following facts, and if called as
9 witnesses, we could and would testify competently to them. We make this
10 declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class
11 Action Settlement and Direction of Class Notice under FED. R. CIV. P. 23(e).

12 3. Investigating and prosecuting this complex litigation to date has
13 required significant work, effort, and expense over the course of several years. Prior
14 to reaching the Settlement with Toyota, the Plaintiffs and proposed Settlement Class
15 Counsel conducted a comprehensive factual investigation into Plaintiffs’
16 allegations. Plaintiffs propounded requests for production and interrogatories on the
17 Toyota Defendants, propounded jurisdictional discovery on Toyota Motor
18 Corporation, and responded to the discovery requests that Toyota served on
19 Plaintiffs. Co-Lead Counsel and Toyota’s counsel also met and conferred
20 extensively on Plaintiffs’ multiple sets of requests for production and interrogatories
21 and other issues, including Toyota’s ESI disclosures.

22 4. In total, the Defendants have produced or made available more than a
23 million pages of documents relevant to Plaintiffs’ claims and the alleged defect in
24 this case. Toyota itself produced approximately 145,000 pages of documents, as
25 well as approximately 4,500 native files including excel spreadsheets, video, and
26 audio files. Plaintiffs’ review and synthesis of the documents and electronically-
27 stored information produced to date, as well as other independent research and
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1 expert work, culminated in the filing of the operative 1,300-page, factually detailed
2 ACAC.

3 5. Settlement Class Counsel have reviewed and analyzed the extensive
4 set of relevant documents produced by Toyota and the other Defendants, as well as
5 confirmatory discovery from Toyota and material they obtained through their own
6 investigative efforts, to inform Plaintiffs' understanding of the strengths and
7 weaknesses of their claims against Toyota.

8 6. Following the appointment of Settlement Special Master, Patrick A.
9 Juneau, Esq., Co-Lead Counsel and Toyota's counsel spent considerable time and
10 resources in arm's length settlement negotiations for more than a year. The parties
11 participated in at least six in-person mediation sessions, all of which were overseen
12 by the Court-appointed Settlement Special Master. The parties also engaged in
13 dozens of video and telephonic conferences.

14 7. The parties reached agreement on material terms for a settlement in the
15 spring of 2023, and spent the next several weeks drafting and finalizing the
16 settlement agreement now before the Court. A copy of the Settlement Agreement is
17 attached hereto as **Exhibit A**.

18 8. The Settlement benefits are discussed at length in the accompanying
19 memorandum and points of authorities and in the proposed Long Form Notice,
20 among other places. In short, the Settlement secures a non-reversionary Settlement
21 Amount of \$78,500,000, inclusive of commitments, to the benefit of the proposed
22 Settlement Class, plus other valuable benefits including a 12-year extended
23 warranty and an inspection program.

24 9. The Toyota Plaintiffs, who all seek to be Settlement Class
25 Representatives, have actively participated in this litigation and will continue to
26 vigorously protect class interests, as they have throughout this litigation. Plaintiffs
27 understand their duties as Settlement Class Representatives and have agreed to
28 consider the interests of absent Settlement Class Members. Plaintiffs have reviewed

1 and uniformly endorsed the Settlement terms, and have no interests that would be in
2 conflict with the Class Members. Each Representative has also expressed their
3 continued willingness to protect the Class until the Settlement is approved and its
4 administration completed.

5 10. Settlement Class Counsel will move for an award of reasonable
6 attorneys' fees and reimbursement of their litigation expenses for work performed
7 and expenses incurred in furtherance of this litigation. Fed. R. Civ. P.
8 23(e)(2)(C)(iii). Settlement Class Counsel will ask the Court to award up to 33% of
9 the \$78.5 million Settlement Amount in attorneys' fees and reasonable expenses. As
10 they will explain further in the forthcoming motion for attorneys' fees, this amounts
11 to less than the Ninth Circuit 25% benchmark of the total Settlement value, which
12 includes the value obtained for Class members from a robust extended warranty and
13 significant additional benefits provided under the proposed Agreement. Settlement
14 Class Counsel's motion for attorneys' fees—which will be filed with the motion for
15 final approval and heard in conjunction with the Fairness Hearing—will include the
16 rationale and necessary detail to support their request, including the enormous
17 amount of work, effort, and expense they have put into this MDL and in litigating
18 Plaintiffs' claims against Toyota.

19 We declare under penalty of perjury under the laws of the State of California
20 that the foregoing is true and correct. Executed this 10th day of July 2023 at Encino,
21 California by Roland Tellis and at New York, New York by David Stellings.

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/s/ Roland Tellis
Roland Tellis

/s/ David Stellings
David Stellings