

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

**DECLARATION OF JEANNE C. FINEGAN, APR**

I, Jeanne C. Finegan, declare and state as follows:

1. I am the Managing Director and Head of Kroll Notice Media Solutions (“Kroll Media”),<sup>1</sup> a business unit of Kroll Settlement Administration LLC (“Kroll”). This declaration (the “Declaration”) is based upon my personal knowledge as well as information provided to me by my associates and staff, including information reasonably relied upon in the fields of advertising media and communications.

2. Kroll has been engaged by the Parties as the Settlement Notice Administrator to develop and implement a proposed legal notice program as part of the Parties’ proposed class action settlement in the above captioned case, as embodied in that certain Settlement Agreement, (the “Settlement Agreement”). Attached as **Exhibit A** is the description of the proposed notice program (the “Notice Program”) that we will implement, subject to approval by the Court.

3. This Declaration describes why I believe this robust notice program is consistent

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<sup>1</sup> Capitalized terms used herein and not otherwise defined have the meanings assigned to them in the Settlement Agreement (as defined below).

with other, similar best practicable, court approved notice programs.<sup>2</sup>

4. It also describes my extensive experience in designing and implementing notices and notice programs, as well as my credentials to opine on the overall adequacy of the noticing efforts.

5. My credentials, expertise, and experience that qualify me to provide an expert opinion and advice regarding notice in class action cases include more than 30 years of communications and advertising experience, specifically in class action and bankruptcy noticing context. My Curriculum Vitae delineating my experience is attached hereto as **Exhibit B**.

6. I have served as an expert and have been directly responsible for the design and implementation of over 1,000 notice programs, including some of the largest and most complex programs ever implemented in the United States as well as globally in over 140 countries and 37 languages. I have been recognized by numerous courts in the United States as an expert on notification and outreach.

7. During my career, I have planned and implemented complex notice programs for a wide range of class action, bankruptcy, regulatory, and consumer matters. The subject matters of which have included product liability, construction defect, antitrust, asbestos, medical, pharmaceutical, human rights, civil rights, telecommunications, media, environmental, securities, banking, insurance, and bankruptcy.

8. I have relevant experience planning and implementing complex court-approved notice programs in other automobile class action settlements including:

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<sup>2</sup> See: *Remy Mcarthy, et al. v Toyota Motor Corp., et al.*, Case No. 8:18-cv-00201-JLS-KES, C.D. Cal. (2023); *Cheng v Toyota Fuel Pumps Liability Litigation*, Case No. Case No: 1:20-cv-00629-WFK-JRC (E.D.N.Y 2022).

- ***Cheng v Toyota Fuel Pumps Liability Litigation***, Case No. Case No: 1:20-cv-00629-WFK-JRC (E.D.N.Y 2022).
- ***Simerlein et al., v. Toyota Motor Corporation***, Case No. 3:17-cv-01091-VAB (D. Conn. 2019); and
- ***Warner v. Toyota Motor Sales, U.S.A. Inc.***, Case No 2:15-cv-02171-FMO FFMx (C.D. Cal. 2017).

9. I am the only notice expert regularly recognized by courts who is accredited in Public Relations by the Universal Accreditation Board, a program administered by the Public Relations Society of America. I have provided testimony before the United States Congress on issues of notice.<sup>3</sup> I have lectured, published, and been cited extensively on various aspects of legal noticing, product recall, and crisis communications. I have served the Consumer Product Safety Commission (“CPSC”) as an expert to determine ways in which the CPSC can increase the effectiveness of its product recall campaigns. Additionally, I have published and lectured extensively on various aspects of legal noticing and taught continuing education courses for Jurists and lawyers alike on best practice methods for providing notice in various contexts.

10. I worked with the Settlement Special Administrator’s team to assist with the outreach strategy for the historic Auto Airbag Settlement. *In re Takata Airbag Prods. Liab. Litig.*, No. 15-MD-2599-FAM (S.D. Fla.). I was extensively involved as a lead contributing author for “*Guidelines and Best Practices Implementing 2018 Amendments to Rule 23 Class Action Settlement Provisions*” published by Duke University School of Law. I assisted New York University School of Law and The Center on Civil Justice with a class action settlement data

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<sup>3</sup> See, e.g., Report on the Activities of the Committee on the Judiciary of the House of Representatives: “Notice” Provision in the *Pigford v. Glickman* Consent Decree: Hearing Before Subcommittee on the Constitution, 108th Cong. 2nd Sess. 805 (2004) (statement of Jeanne C. Finegan); *Pigford v. Glickman & U.S. Dep’t of Agric.*, 185 F.R.D. 82, 102 (D.D.C. Apr. 14, 1999) (J. Finegan provided live testimony and was cross-examined before Congress in connection with a proposed consent decree settling a class action suit against the U.S. Department of Agriculture. In the court opinion that followed, the Honorable Paul L. Friedman approved the consent decree and commended the notice program, stating, “The [c]ourt concludes that class members have received more than adequate notice . . . the timing and breadth of notice of the class settlement was sufficient . . . The parties also exerted extraordinary efforts to reach class members through a massive advertising campaign in general and African American targeted publications and television stations.”).

analysis and comparative visualization tool called the *Aggregate Litigation Project*, designed to help judges make decisions in aggregate cases on the basis of data as opposed to anecdotal information.

11. Further, I have been recognized as being at the forefront of modern notice practices,<sup>4</sup> and I was one of the first notice experts to integrate digital media,<sup>5</sup> social media and influencers<sup>6</sup> into court-approved legal notice programs. Examples include:

- *In re Purdue Pharma L.P.*, Case No. 19-23649 (Bankr. S.D.N.Y. 2019).
- *In Re: PG&E Corporation*, Case No. 19-30088 Bankr. (N.D. Cal. 2019).
- *Yahoo! Inc. Customer Data Security Breach Litigation*, Case No. 5:16-MD-02752 (N.D. Cal. 2016).
- *Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation*, Case No. 19-MD-2887 (D. Kan. 2021).
- *Pettit et al., v. Procter & Gamble Co.*, Case No. 15-cv-02150-RS (N.D. Cal. 2019).

12. As further reference, in evaluating the adequacy and effectiveness of my notice programs, courts have repeatedly recognized my work as an expert. For example:

a. *Simerlein et al. v. Toyota Motor Corporation*, Case No. 3:17-cv-01091-VAB (D. Conn. 2019). In the Ruling and Order on the Motion for Preliminarily Approval, dated January 14, 2019, p. 30, the Honorable Victor Bolden stated:

*“In finding that notice is sufficient to meet both the requirements of Rule 23(c) and due process, the Court has reviewed and appreciated the high-quality submission of proposed Settlement Notice Administrator Jeanne C. Finegan. See Declaration of Jeanne C. Finegan, APR, Ex. G to Agrmt., ECF No. 85-8.”*

b. *Yahoo! Inc. Customer Data Security Breach Litigation*, Case No. 5:16-MD-02752 (N.D. Cal 2016). In the Order Preliminary Approval, dated July 20, 2019, the Honorable Lucy Kho stated, para 21,

*“The Court finds that the Approved Notices and Notice Plan set forth in the Amended Settlement Agreement satisfy the requirements of due process and Federal Rule of Civil Procedure 23 and provide the best notice practicable under the circumstances.”*

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<sup>4</sup> See, e.g., Deborah R. Hensler et al., *Class Action Dilemmas, Pursuing Public Goals for Private Gain*, RAND (2000).

<sup>5</sup> See *In re La.-Pac. Inner-Seal Siding Litig.*, Nos. 879-JE, 1453-JE (D. Or. 1995).

<sup>6</sup> See *In re: PG&E Corporation*, Case No. 19-30088 (Bankr. N.D. Cal. 2019)

c. **Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation**, Case No. 19-MD-2887 (D. Kan. 2021). In the Preliminary Approval Transcript, February 2, 2021 p. 28-29, the Honorable Julie A. Robinson stated:

*"I was very impressed in reading the notice plan and very educational, frankly to me, understanding the communication, media platforms, technology, all of that continues to evolve rapidly and the ability to not only target consumers, but to target people that could rightfully receive notice continues to improve all the time."*

d. **Carter v. Forjas Taurus S.S., Taurus International Manufacturing, Inc.**, Case No. 1:13-CV-24583- PAS (S.D. Fla. 2016). In her Final Order and Judgment Granting Plaintiffs' Motion for Final Approval of Class Action Settlement, the Honorable Patricia Seitz stated:

*"The Court considered the extensive experience of Jeanne C. Finegan and the notice program she developed. . . . There is no national firearms registry and Taurus sale records do not provide names and addresses of the ultimate purchasers... Thus, the form and method used for notifying Class Members of the terms of the Settlement was the best notice practicable. . . . The court-approved notice plan used peer-accepted national research to identify the optimal traditional, online, mobile and social media platforms to reach the Settlement Class Members."*

Additionally, in the January 20, 2016, Transcript of Class Notice Hearing, p. 5, Judge Seitz noted:

*"I would like to compliment Ms. Finegan and her company because I was quite impressed with the scope and the effort of communicating with the Class."*

e. **In re Purdue Pharma L.P.**, Case No. 19-23649 (Bankr. S.D.N.Y. 2019). Omnibus Hearing, Motion Pursuant to 11 U.S.C. §§ 105(a) and 501 and Fed. R. Bankr. P. 2002 and 3003(c)(3) for Entry of an Order (I) Extending the General Bar Date for a Limited Period and (II) Approving the Form and Manner of Notice Thereof, June 3, 2020, transcript p. 88:10, the Honorable Robert Drain stated:

*"The notice here is indeed extraordinary, as was detailed on page 8 of Ms. Finegan's declaration in support of the original bar date motion and then in her supplemental declaration from May 20th in support of the current motion, the notice is not only in print media, but extensive television and radio notice, community outreach, -- and I think this is perhaps going to be more of a trend, but it's a major element of the notice here -- online, social media, out of home, i.e. billboards, and earned media, including bloggers and creative messaging. That with a combined with a simplified proof of claims form and the ability to file a claim or first, get more information about filing a claim online -- there was a specific claims website -- and to file a claim either online or by mail. Based on Ms. Finegan's supplemental declaration, it appears clear to me that that process of providing notice has been quite successful in its goal in ultimately reaching roughly 95 percent of all*

*adults in the United States over the age of 18 with an average frequency of message exposure of six times, as well as over 80 percent of all adults in Canada with an average message exposure of over three times.”*

f. ***In Re: PG&E Corporation***, Case No. 19-30088 Bankr. (N.D. Cal. 2019). Hearing Establishing, Deadline for Filing Proofs of Claim, (II) establishing the Form and Manner of Notice Thereof, and (III) Approving Procedures for Providing Notice of Bar Date and Other Information to all Creditors and Potential Creditors PG&E. June 26, 2019, Transcript of Hearing p. 21:1, the Honorable Dennis Montali stated:

*...the technology and the thought that goes into all these plans is almost incomprehensible. He further stated p. 201:20 ... Ms. Finegan has really impressed me today...*

13. Additionally, I have published extensively on various aspects of legal noticing, including the following publications and articles:

- a. Interview, “*One Media Buyer’s Journey Toward Transparency*,” BoSacks Media Intelligence/Heard on the Web, April, 2021.
- b. Interview, “*One Media Buyer’s Journey Toward Transparency*,” The Drum /Open Mic Blog, April 21, 2021.
- c. Interview, “*How Marketers Achieve Greater ROI Through Digital Assurance*,” Alliance for Audited Media (“AAM”), white paper, January 2021.
- d. Tweet Chat: Contributing Panelist #Law360SocialChat, A live Tweet workshop concerning the benefits and pitfalls of social media, Lexttalk.com, November 7, 2019.
- e. Author, “Top Class Settlement Admin Factors to Consider in 2020” Law360, New York, (October 31, 2019, 5:44 PM ET).
- f. Author, “*Creating a Class Notice Program that Satisfies Due Process*,” Law360, New York (February 13, 2018 12:58 PM ET).
- g. Author, “*3 Considerations for Class Action Notice Brand Safety*,” Law360, New York (October 2, 2017 12:24 PM ET).
- h. Author, “*What Would Class Action Reform Mean for Notice?*” Law360, New York (April 13, 2017 11:50 AM ET).
- i. Author, “*Bots Can Silently Steal your Due Process Notice*” Wisconsin Law Journal (April 2017).
- j. Author, “*Don’t Turn a Blind Eye to Bots. Ad Fraud and Bots are a Reality of the Digital Environment*,” LinkedIn (March 6, 2017)
- k. Co-Author, “Modern Notice Requirements Through the Lens of Eisen and Mullane,” *Bloomberg BNA Class Action Litigation Report*, 17 CLASS 1077 (October 14, 2016).
- l. Author, “*Think All Internet Impressions are the Same? Think Again*,” Law360.com, New York (March 16, 2016).
- m. Author, “*Why Class Members Should See an Online Ad More Than Once*,” Law360.com, New York (December 3, 2015).

- n. Author, “*‘Being ‘Media-Relevant’ — What It Means and Why It Matters,*” Law360.com, New York (September 11, 2013, 2:50 PM ET).
- o. Co-Author, “*New Media Creates New Expectations for Bankruptcy Notice Programs,*” ABI Journal, Vol. XXX, No. 9 (November 2011).
- p. Quoted Expert, “*Effective Class Action Notice Promotes Access to Justice: Insight from a New U.S. Federal Judicial Center Checklist,*” Canadian Supreme Court Law Review, 53 S.C.L.R. (2d) (2011).
- q. Co-Author, with Hon. Dickran Tevrizian, “*Expert Opinion: It’s More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape,*” BNA Class Action Litigation Report, 12 CLASS 464 (May 27, 2011).
- r. Co-Author, with Hon. Dickran Tevrizian, “*Your Insight: It’s More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape,* TXLR, Vol. 26, No. 21 (May 26, 2011).
- s. Author, “*Five Key Considerations for a Successful International Notice Program,*” BNA Class Action Litigation Report,” Vol. 11, No. 7 p. 343 (April 9, 2010).
- t. Quoted, “*Technology Trends Pose Novel Notification Issues for Class Litigators,*” BNA Electronic Commerce and Law Report, 15, ECLR 109 (January 27, 2010).
- u. Author, “*Legal Notice: R U ready 2 adapt?*” BNA Class Action Litigation Report, Vol. 10, No. 14, pp. 702-703 (July 24, 2009).
- v. Author, “*On Demand Media Could Change the Future of Best Practicable Notice,*” BNA Class Action Litigation Report, Vol. 9, No. 7, pp. 307-310 (April 11, 2008).
- w. Quoted, “*Warranty Conference: Globalization of Warranty and Legal Aspects of Extended Warranty,*” Warranty Week (February 28, 2007), available at [www.warrantyweek.com/archive/ww20070228.html](http://www.warrantyweek.com/archive/ww20070228.html).
- x. Co-Author, “*Approaches to Notice in State Court Class Actions, For the Defense,*” Vol. 45, No. 11 (November, 2003).
- y. Author, “*The Web Offers Near, Real-Time Cost-Efficient Notice,*” American Bankruptcy Institute Journal, Vol. XXII, No. 5 (2003).
- z. Author, “*Determining Adequate Notice in Rule 23 Actions,*” For the Defense, Vol. 44, No. 9 (September 2002).
- aa. Co-Author, “*The Electronic Nature of Legal Noticing*”, American Bankruptcy Institute Journal, Vol. XXI, No. 3 (April 2002).
- bb. Author, “*Three Important Mantras for CEO’s and Risk Managers in 2002,*” International Risk Management Institute, irmi.com/ (January 2002).
- cc. Co-Author, “*Used the Bat Signal Lately,*” The National Law Journal, Special Litigation Section (February 19, 2001).
- dd. Author, “*How Much is Enough Notice,*” Dispute Resolution Alert, Vol. 1, No. 6, (March 2001).
- ee. Author, “*High-Profile Product Recalls Need More Than the Bat Signal,*” International Risk Management Institute, irmi.com/ (July 2001).
- ff. Author, “*The Great Debate - How Much is Enough Legal Notice?:* American Bar Association -- Class Actions and Derivatives Suits Newsletter (Winter 1999).
- gg. Author, “*What are the best practicable methods to give notice?*” Georgetown University Law Center Mass Tort Litigation Institute, CLE White Paper:

Dispelling the communications myth -- A notice disseminated is a notice communicated (November 1, 2001).

14. In addition, I have lectured or presented extensively on various aspects of legal noticing. A sample list includes the following:

- a. American Bar Association Faculty Panelist, 4<sup>th</sup> Annual Western Regional CLE Class Actions: “Big Brother, Information Privacy, and Class Actions: How Big Data and Social Media are Changing the Class Action Landscape,” San Francisco, CA, June, 2017.
- b. Miami Law Class Action & Complex Litigation Forum, Faculty Panelist, “Settlement and Resolution of Class Actions.” Miami, FL, December 2, 2016.
- c. The Knowledge Group, Faculty Panelist, “Class Action Settlements: Hot Topics 2016 and Beyond,” Live Webcast, [www.theknowledgegroup.org/](http://www.theknowledgegroup.org/), October 2016.
- d. Bar Association National Symposium, Faculty Panelist, “Ethical Considerations in Settling Class Actions,” New Orleans, LA March 2016.
- e. SF Banking Attorney Association, Speaker, “How a Class Action Notice Can Make or Break your Client’s Settlement,” San Francisco, CA May 2015.
- f. Perrin Class Action Conference, Faculty Panelist, “Being Media Relevant, What it Means and Why It Matters – The Social Media Evolution: Trends Challenges and Opportunities,” Chicago, IL May 2015
- g. Bridgeport Continuing Ed. Faculty Panelist, “Media Relevant in the Class Notice Context,” April 2014.
- h. CASD 5<sup>th</sup> Annual Speaker, “The Impact of Social Media on Class Action Notice.” Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, September 2012.
- i. Law Seminars International, Speaker, “Class Action Notice: Rules and Statutes Governing FRCP (b)(3) Best Practicable... What constitutes a best practicable notice? What practitioners and courts should expect in the new era of online and social media.” Chicago, IL, October 2011.
- j. CLE International, Faculty Panelist, Building a Workable Settlement Structure, CLE International, San Francisco, California May, 2011.
- k. Consumer Attorneys of San Diego (CASD), Faculty Panelist, “21st Century Class Notice and Outreach,” 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2010.
- l. Consumer Attorneys of San Diego (CASD), Faculty Panelist, “The Future of Notice,” 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2009.
- m. American Bar Association, Speaker, 2008 Annual Meeting, “Practical Advice for Class Action Settlements: The Future of Notice in the United States and Internationally – Meeting the Best Practicable Standard.”
- n. American Bar Association, Section of Business Law Business and Corporate Litigation Committee – Class and Derivative Actions Subcommittee, New York, NY, August 2008.

- o. Faculty Panelist, Women Lawyers Association of Los Angeles (WLALA) CLE Presentation, “The Anatomy of a Class Action.” Los Angeles, CA, February 2008.
- p. Faculty Panelist, Practising Law Institute (PLI) CLE Presentation, 11th Annual Consumer Financial Services Litigation. Presentation: Class Action Settlement Structures -- “Evolving Notice Standards in the Internet Age.” New York/Boston (simulcast) March, 2006; Chicago, April, 2006; and San Francisco, May 2006.
- q. Expert Panelist, U.S. Consumer Product Safety Commission. I was the only legal notice expert invited to participate as an expert to the Consumer Product Safety Commission to discuss ways in which the CPSC could enhance and measure the recall process. As an expert panelist, I discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda, MD, September 2003.
- r. Expert Speaker, American Bar Association. Presentation: “How to Bullet-Proof Notice Programs and What Communication Barriers Present Due Process Concerns in Legal Notice,” ABA Litigation Section Committee on Class Actions & Derivative Suits, Chicago, August 6, 2001.

15. The proposed Notice and forms to be used in this matter are designed to present information in plain language providing summaries of key information about the rights and options of members of the Settlement Class pursuant to the Settlement Agreement.

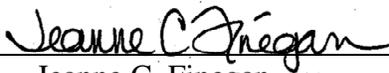
- 16. Attached hereto as **Exhibit C** is a copy of the Long Form Notice.
- 17. Attached hereto as **Exhibit D** is copy of the Post Card Notice.
- 18. Attached hereto as **Exhibit E** is a copy of the Publication Notice.
- 19. Attached hereto as **Exhibit F** is a copy of the Claim Form.

**CONCLUSION**

20. In my opinion, the collective media elements consisting of direct mail, email, magazine, newspaper, online display, social media, search, and press releases are robust. In my opinion, this Notice Plan is consistent with other similar court approved best practicable notice programs, and indeed, exceeds the requirements of the Federal Judicial Center guidelines for adequate reach.<sup>7</sup>

21. I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, under the laws of the United States of America, that the foregoing is true and correct.

Executed: July 10, 2023 in Tigard, Oregon.

  
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Jeanne C. Finegan

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<sup>7</sup> The Federal Judicial Center's guide for notice in class actions suggests that the minimum threshold for adequate notice is 70%. See *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, FED. JUD. CTR 1, 3 (2010), <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>; see also Barbara J. Rothstein & Thomas E. Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, FED. JUD. CTR. 27 (3d ed. 2010).

# Exhibit A

*Toyota Airbag Control Unit Products Liability Litigation*

## NOTICE PLAN

This Class Notice Program<sup>1</sup> is designed to inform Class Members about the proposed class action settlement between Plaintiffs and the Toyota Defendants as described in the Settlement Agreement.

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

This Class Notice Program, through a combination of the media listed below, is designed to reach<sup>2</sup> approximately 90% of this target audience with an average frequency<sup>3</sup> of three times and is consistent in reach and scope with other similar best-practicable, court-approved class notice programs.<sup>4</sup> And exceeds the guidelines for adequate reach, established by the Federal Judicial Center.<sup>5</sup>

Notice to the Class will be accomplished through a combination of Direct Mail Notice, e-mail notice, publication notice, notice through the Settlement website and a Long Form Notice.

The proposed Class Notice Program includes the following components:

- Direct Mail Notice via postcard sent by first-class postage prepaid U.S. mail to reasonably identifiable Class Members;
- E-mail Notice to reasonably identifiable Class Members;
- Publication notice in one (1) generally circulated magazine, published in English with a Spanish sub-headline;
- Publication notice in eight (8) territorial newspapers along with banner advertising on the newspapers' websites;

<sup>1</sup> Capitalized terms used but not defined herein have the meaning given them in the Settlement Agreement.

<sup>2</sup> "Reach" in the advertising context refers to the total number of persons, expressed as a percentage, with at least one view of an ad, *i.e.*, they have been exposed to the medium at least once. When calculating reach, each person who has at least one such impression is counted, but they are counted only once, regardless of the number of impressions served to that person.

<sup>3</sup> "Frequency" in the advertising context is the average number of times a person has had the opportunity to see a message. In advertising, these two metrics are commonly referred to as a "Reach and Frequency" analysis. These metrics are used by advertising and communications firms worldwide and have become a critical element to help provide the basis for determining the adequacy of notice.

<sup>4</sup> See: *Remy Mcarthy, et al. v Toyota Motor Corp., et al.*, Case No. 8:18-cv-00201-JLS-KES, C.D. Cal. (2023); and *Cheng v Toyota Fuel Pumps Liability Litigation*, Case No. Case No: 1:20-cv-00629-WFK-JRC (E.D.N.Y 2022).

<sup>5</sup> The Federal Judicial Center's guide for notice in class actions suggests that the minimum threshold for adequate notice is 70%. See: *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, FED. JUD. CTR 1, 3 (2010), <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>; see also Barbara J. Rothstein & Thomas E. Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, FED. JUD. CTR. 27 (3d ed. 2010).

- Social media advertising in the United States and U.S. territories through Facebook, Instagram, and YouTube in English and Spanish;
- Online display banner advertising in the United States and U.S. territories in English and Spanish;
- Google Search and key words;
- An informational Settlement website, AirBagControlUnitSettlement.com, will be established and will contain an online claim portal, important deadlines, notices (including the Long Form Notice), the Settlement Agreement and its exhibits, significant Court documents, , and other important case information;
- A toll-free information line will be established for Class Members;
- A press release will be distributed in English and Spanish in the United States and U.S. territories; and
- CAFA Notice will be sent to appropriate state and federal government officials.

### **DIRECT MAIL AND E-MAIL NOTICE**

Kroll has been informed that there are approximately 5.2 million Subject Vehicles that are covered in this Settlement. Toyota has provided Kroll with the Vehicle Identification Numbers (VINs) for the Subject Vehicles, and Kroll has requested from S&P Global Automotive, formerly known as Polk (“S&P”),<sup>6</sup> the names and addresses associated with those VINs. Although Kroll will be able to acquire Class Member contact information for all 50 states through S&P, there are four states (California, New Hampshire, Pennsylvania, and Virginia) that require a signed Preliminary Approval Order before those states’ Departments of Motor Vehicles will provide the applicable names and addresses. As to those four states, Kroll will promptly request the Class Member names and addresses once the Court issues the Preliminary Approval Order.

#### **A. Direct Mailed Notice**

Once the Court issues the Preliminary Approval Order, Kroll will promptly begin sending Direct Mailed Notice to Class Members for whom Kroll has obtained a physical address but no valid e-mail address.

Prior to the mailing, Kroll will check all physical addresses against the National Change of Address (“NCOA”) database, which is maintained by the United States Postal Service (“USPS”). Notices that

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<sup>6</sup> In February 2022, IHS Markit merged with S&P Global. The former IHS Automotive Solutions is now called S&P Global Mobility. As a combined company S&P gives automotive companies the ability to capitalize on cross-industry, expertise, and advanced analytics, software tools and extensive vehicle histories for a complete picture of the automotive industry. S&P provides the most accurate and trusted owner information for each motor vehicle affected by a class action lawsuit. S&P leverages a database with over eleven billion vehicle records of owner information by VIN. The S&P vehicle data repository undergoes daily updates of state registration and title data, including name and address standardization as well as National Change of Address (“NCOA”) processing to increase successful delivery. S&P works closely with both unrestricted and restricted states to ensure access to all of the current and historical owners included the Settlement Notice. S&P does not maintain vehicle owner mailing data for the U.S. Territories.

are returned as non-deliverable will be re-mailed to any address indicated by the postal service even if the addressee's automatic forwarding order has expired. For all notices returned as non-deliverable, but for which a new address is not indicated by the USPS, Kroll will perform a further advanced address search through a third-party vendor to obtain a more current address using best efforts and all available information. If any such address is found, Direct Mail Notices will be re-mailed to these Class Members, with re-mailings completed approximately three weeks prior to the opt out and objection deadline set by the Court in the Preliminary Approval Order. Upon completion of these duties, Kroll will submit to the Court a complete report on the deliverability results of the direct outreach effort.

## **B. E-mail Notice**

Kroll will use e-mail as a primary method of notice to Class Members with known e-mail addresses. Based on projections from S&P, Kroll anticipates receiving e-mail address data for approximately 45% of Class Members. Kroll implements a quality control process before it e-mails notice to Class Members to remove any malformed or known bad addresses from the list. The e-mail notices will then be sent out in batches.

If Kroll receives a "bounce back" message indicating that an e-mail notice could not be delivered to a particular e-mail address, Kroll will re-send the notice to a Class Member's secondary e-mail address if available. If e-mail notice for a Class Member is returned to Kroll two times, Kroll will send to that Class Member a Direct Mail Notice by U.S. Mail.

To maximize e-mail deliverability to Class Members, Kroll will implement various measures and best practices to issue the e-mail notices, including:

- Kroll will test the e-mail content that might cause the e-mail to be captured in a spam filter;
- Upon consultation with the parties, Kroll will develop an e-mail notice that is substantially similar in content to the Direct Mailed Notice, but modified to avoid words and phrases that are typically flagged in spam filters;
- Prior to starting the e-mail notice campaign, Kroll will alert the major internet service providers ("ISP") and e-mail providers that Kroll will be sending a court-ordered e-mail notice to approximately 5.36 million potential Class Members,<sup>7</sup> which will avoid potential blocking of the e-mail transmissions; and
- Kroll will register a domain to issue the e-mail notices and will send the e-mails in batches. A domain is then registered, and the e-mail campaign will start sending e-mails in batches.

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<sup>7</sup> The actual number of records received from Polk will vary based upon the number of owners for each vehicle. The actual number of emails will vary based upon the number initial email addresses that we receive. The actual number of postcard notices will vary depending upon how many of the emails are successfully delivered.

**PUBLICATION NOTICE**

Kroll Media<sup>8</sup> will implement the proposed publication component of the Class Notice Program. The publication notice campaign will employ a mix of newspaper, magazines, online display, search, social media, and press releases to target Class Members in the United States and the United States Territories of American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.

At the conclusion of the Class Notice Program, Kroll will provide to the Court a final report as to the results of the Class Notice Program.

**UNITED STATES OUTREACH**

The publication notice will be published once in the following generally circulated magazine:

<i>Publication</i>	<i>Circulation</i>	<i>Language</i>	<i>Distribution</i>
<i>People Magazine</i>	2,500,000	English	United States and Territories

*People Magazine* was selected based on media research data provided by MRI-Simmons. The title was selected based on its coverage and index against these target audiences. *People Magazine* has distribution in the United States and U.S. Territories.

**TERRITORIAL OUTREACH – NEWSPAPERS**

The publication notice will be published once in the following U.S. Territory newspapers:

<i>Publication</i>	<i>Circulation</i>	<i>Language</i>	<i>Territory</i>
Samoa News	7,000	English	American Samoa
Pacific Daily News	20,000	English	Guam
Saipan Tribune	8,000	English	Mariana Islands
El Nuevo Dia	250,000	Spanish	Puerto Rico
San Juan Daily Star	62,000	English	Puerto Rico
Primera Hora	187,000	Spanish	Puerto Rico
Virgin Islands Daily News	19,000	English	U.S. Virgin Islands – St. Thomas
St. Croix Avis	14,000	English	U.S. Virgin-Islands – St. Croix

Combined, the territorial newspapers have a total circulation of 567,000, with over 1,304,000 readers.<sup>9</sup> Additionally, online display ads will run on each of the newspapers’ web properties. Digital media will run in English and Spanish.

<sup>8</sup> Kroll Media a business unit of Kroll Settlement Administration LLC (“Kroll”).

<sup>9</sup> Readers are calculated using a pass along factor of 2.3 readers in addition to the subscriber who reads the publication.

### **ONLINE DISPLAY ADS - UNITED STATES AND UNITED STATES TERRITORIES**

Internet display banner ads will be targeted to people who have been identified as owners of Subject Vehicles. The Class Notice Program will employ cutting-edge technology and data to target potential Class Members. The data used to target Class Members is sourced from dealership and service department records, and individuals who are known to own the vehicles as well as those who have declared an interest in the vehicle models at issue.

To properly target these demographics, Kroll will apply a programmatic approach to digital advertising. Programmatic advertising is a computerized approach to buying ads online, which uses an algorithm to show a specific ad to a specific visitor in a specific context, where Class Members are visiting across an allow list<sup>10</sup> of approximately 6,000 websites. These ads are device agnostic and will appear across desktop, laptop, tablet, or mobile devices. Display ads will run in the United States and U.S. Territories.

### **SOCIAL MEDIA ADS - UNITED STATES AND U.S. TERRITORIES**

Social media ads will follow the targeted Class Members across users' newsfeeds, stories, and videos. These ads will target those who have "liked" or "follow" Toyota groups and pages across Facebook and Instagram.

These pages include, among others:

- Toyota Facebook: 21M likes
- Toyota USA Facebook: 4.3M likes
- Toyota Instagram: 3.7M followers
- Toyota Corolla Facebook Page: 11K likes
- Toyota Tundra Fan Page: 27K followers
- Toyota Tacoma Facebook Page: 18K likes

Hashtags include: #toyotaavalon, #toyotacorolla, #toyotasequoia, #toyotatacoma, #toyotatundra

On YouTube, the campaign banner ads will appear on sites and/or content relevant to Toyota Avalon, Toyota Corolla, Toyota Sequoia, Toyota Tacoma, Toyota Tundra, Airbag safety, Airbag recalls, and more. Social media ads will run in the United States and U.S. Territories in both English and Spanish.

In aggregate, over 15,800,000 online and social media impressions will be served.

### **KEYWORD SEARCH**

Keyword search advertisements will be utilized on Google Ads. When a user conducts a search in their browser, relevant links appear on the search result pages of keyword/phrase searches. Keyword

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<sup>10</sup> An "allow list" is a custom list of acceptable websites where ad content may be served. Creating an allow list helps to mitigate ad fraud, ensure ads will be served in relevant digital environments to the target audience and helps to ensure that ads will not appear next to offensive or objectionable content.

and search topics will include, Toyota airbag defect, Toyota airbag lawsuit, Avalon airbags, Corolla airbags, Sequoia airbags, Tacoma airbags, Tundra airbags, and other related terms.

### **PRESS RELEASE IN THE UNITED STATES AND U.S. TERRITORIES**

A press release will be issued over PR Newswire's U.S., Guam, Puerto Rico, U.S. Virgin Island and Pacific Islands Newlines. PR Newswire distributes to thousands of print and broadcast newsrooms, as well as websites, databases and online services including featured placement in the news sections of leading portals. Kroll Media will monitor for resulting news mentions.

### **STATE MEDIA NOTICE PROGRAM**

Recognizing the time it may take for the restricted states to provide applicable data, in an abundance of caution, the publication notice program will also provide geotargeted online display and social media ads in English and Spanish, to all California, New Hampshire and Pennsylvania residents over the age of 18 (which includes those who own or lease the Subject Vehicles).<sup>11</sup> These media efforts alone are estimated to reach in each state, 80% of the target audience, on average 3.9 times. This will be accomplished by serving in aggregate over 12.9 million geotargeted online and social media impressions.

#### **Online banner ads**

Internet display banner ads will be geotargeted to people in California, New Hampshire and Pennsylvania who have been identified as owners of Subject Vehicles. The Class Notice Program will employ the same cutting-edge technology and data to geotarget potential Class Members as applied in the nationwide Class Notice Program described above.

Social media ads will follow geotargeted California, New Hampshire and Pennsylvania Class Members across users' newsfeeds, stories, and videos. These ads will target those who have "liked" or "follow" Toyota groups and pages across Facebook and Instagram.

These pages include, among others:

- Toyota Facebook: 21M likes
- Toyota USA Facebook: 4.3M likes
- Toyota Instagram: 3.7M followers
- Toyota Corolla Facebook Page: 11K likes
- Toyota Tundra Fan Page: 27K followers
- Toyota Tacoma Facebook Page: 18K likes

Hashtags include: #toyotaavalon, #toyotacorolla, #toyotasequoia, #toyotatacoma, #toyotatundra, among others.

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<sup>11</sup> While Virginia is considered a restricted state, requiring certain protocols to obtain applicable records, it is Kroll's understanding, based on prior experience with that state, that records will be timely delivered to Kroll and there is no need to provide an additional stand-alone publication notice program in that state.

On YouTube, banner ads geographically targeted to California, New Hampshire and Pennsylvania Class Member will appear within content and on channels relevant Toyota Avalon, Toyota Corolla, Toyota Sequoia, Toyota Tacoma, Toyota Tundra, Airbags safety, Airbag recalls, and more.

### **OFFICIAL SETTLEMENT WEBSITE**

An informational, interactive website is an important component of the Class Notice Program. In accordance with the terms of the Settlement Agreement, a website will be established at: [www.AirBagControlUnitSettlement.com](http://www.AirBagControlUnitSettlement.com) to enable potential Class Members to obtain information about the Settlement Agreement. Each Class Member who is mailed a Direct Mail Notice will receive a unique identifier which they may use to easily log into the website to submit claims. All visitors to the settlement website will be able to obtain additional information about the Settlement and its benefits, including copies of Court documents related to the case, the Long Form Notice, answers to Frequently Asked Questions, and a tool to allow visitors to look up their vehicle's VIN to determine if it is included in the Class. Additionally, Class Members will have ability to send communications to Kroll's client service team through the website.

Further, the website will serve as a "landing page for the banner advertising," where Class Members may continue to obtain further information about the class action, their rights, and view Plaintiff's Motion for Approval of Fees, Expenses, and Incentive Awards. The website will be accessible 24-hours a day, 7-days a week.

### **TOLL FREE INFORMATION LINE**

Additionally, Kroll will establish and maintain a 24-hour toll-free telephone line where callers may obtain information about the Settlement. Kroll will provide both automated and agent answered call center services. Live operators will be available Monday through Friday, from 5:00 am to 5:00 pm, PST and will be trained to respond to questions about the settlement, answer questions about the status of submitted claims, claim payment, how to submit a claim, and other material aspects of the Settlement. The phone number will also be configured to enable callers to leave a message after hours, which will be returned by Kroll no later than the next business day.

### **CAFA NOTICE**

Pursuant to the Settlement Agreement, Kroll will provide notice of the proposed Settlement under CAFA, 28 U.S.C. §1715(b), to appropriate state and federal government officials.

# Exhibit B

## JEANNE C. FINEGAN, APR



Jeanne Finegan, APR, is the Managing Director and Head of Kroll Notice Media. She is a member of the Board of Directors for the prestigious Alliance for Audited Media (AAM) and was named by *Diversity Journal* as one of the “Top 100 Women Worth Watching.” She is a distinguished legal notice and communications expert with more than 30 years of communications and advertising experience.

She was a lead contributing author for Duke University's School of Law, "*Guidelines and Best Practices Implementing Amendments to Rule 23 Class Action Settlement Provisions.*" And more recently, she has been involved with New York School of Law and The Center on Civil Justice (CCJ) assisting with a class action settlement data analysis and comparative visualization tool called the *Aggregate Litigation Project*, designed to help judges make decisions in aggregate cases on the basis of data as opposed to anecdotal information. Moreover, her experience also includes working with the Special Settlement Administrator's team to assist with the outreach strategy for the historic Auto Airbag Settlement, In re: *Takata Airbag Products Liability Litigation* MDL 2599.

During her tenure, she has planned and implemented over 1,000 high-profile, complex legal notice communication programs. She is a recognized notice expert in both the United States and in Canada, with extensive international notice experience spanning more than 170 countries and over 40 languages.

Ms. Finegan has lectured, published and has been cited extensively on various aspects of legal noticing, product recall and crisis communications. She has served the Consumer Product Safety Commission (CPSC) as an expert to determine ways in which the Commission can increase the effectiveness of its product recall campaigns. Further, she has planned and implemented large-scale government enforcement notice programs for the Federal Trade Commission (FTC) and the Securities and Exchange Commission (SEC).

Ms. Finegan is accredited in Public Relations (APR) by the Universal Accreditation Board, which is a program administered by the Public Relations Society of America (PRSA), and is also a recognized member of the Canadian Public Relations Society (CPRS). She has served on examination panels for APR candidates and worked *pro bono* as a judge for prestigious PRSA awards.

Ms. Finegan has provided expert testimony before Congress on issues of notice, and expert testimony in both state and federal courts regarding notification campaigns. She has conducted numerous media audits of proposed notice programs to assess the adequacy of those programs under Fed R. Civ. P. 23(c)(2) and similar state class action statutes.

She was an early pioneer of plain language in notice (as noted in a RAND study,<sup>1</sup>) and continues to set the standard for modern outreach as the first notice expert to integrate social and mobile media into court approved legal notice programs.

In the course of her class action experience, courts have recognized the merits of, and admitted expert testimony based on, her scientific evaluation of the effectiveness of notice plans. She has designed legal notices for a wide range of class actions and consumer matters that include data breach, product liability, construction defect, antitrust, medical/pharmaceutical, human rights, civil rights, telecommunication, media, environment, government enforcement actions, securities, banking, insurance, mass tort, restructuring and product recall.

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<sup>1</sup> Deborah R. Hensler et al., CLASS ACTION DILEMMAS, PURSUING PUBLIC GOALS FOR PRIVATE GAIN. RAND (2000).

**JUDICIAL COMMENTS AND LEGAL NOTICE CASES**

In evaluating the adequacy and effectiveness of Ms. Finegan's notice campaigns, courts have repeatedly recognized her excellent work. The following excerpts provide some examples of such judicial approval.

***In re Purdue Pharma L.P.***, No. 19-23649 (Bankr. S.D.N.Y. 2019). Omnibus Hearing, Motion Pursuant to 11 U.S.C. §§ 105(a) and 501 and Fed. R. Bankr. P. 2002 and 3003(c)(3) for Entry of an Order (I) Extending the General Bar Date for a Limited Period and (II) Approving the Form and Manner of Notice Thereof, June 3, 2020, transcript p. 88:10, the Honorable Robert Drain stated:

*"The notice here is indeed extraordinary, as was detailed on page 8 of Ms. Finegan's declaration in support of the original bar date motion and then in her supplemental declaration from May 20th in support of the current motion, the notice is not only in print media, but extensive television and radio notice, community outreach, -- and I think this is perhaps going to be more of a trend, but it's a major element of the notice here -- online, social media, out of home, i.e. billboards, and earned media, including bloggers and creative messaging. That with a combined with a simplified proof of claims form and the ability to file a claim or first, get more information about filing a claim online -- there was a specific claims website -- and to file a claim either online or by mail. Based on Ms. Finegan's supplemental declaration, it appears clear to me that that process of providing notice has been quite successful in its goal in ultimately reaching roughly 95 percent of all adults in the United States over the age of 18 with an average frequency of message exposure of six times, as well as over 80 percent of all adults in Canada with an average message exposure of over three times."*

***In Re: PG&E Corporation*** Case No. 19-30088 Bankr. (N.D. Cal. 2019). Hearing Establishing, Deadline for Filing Proofs of Claim, (II) establishing the Form and Manner of Notice Thereof, and (III) Approving Procedures for Providing Notice of Bar Date and Other Information to all Creditors and Potential Creditors PG&E. June 26, 2019, Transcript of Hearing p. 21:1, the Honorable Dennis Montali stated:

*...the technology and the thought that goes into all these plans is almost incomprehensible. He further stated, p. 201:20 ... Ms. Finegan has really impressed me today...*

***Yahoo! Inc. Customer Data Security Breach Litigation***, Case No. 5:16-MD-02752 (ND Cal 2016). In the Order Preliminary Approval, dated July 20, 2019, the Honorable Lucy Kho stated, para 21,

*"The Court finds that the Approved Notices and Notice Plan set forth in the Amended Settlement Agreement satisfy the requirements of due process and Federal Rule of Civil Procedure 23 and provide the best notice practicable under the circumstances."*

***Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation***, Case No. 19-MD-2887 (U.S. District Court, District Kansas 2021). In the Preliminary Approval Transcript, February 2, 2021 p. 28-29, the Honorable Julie A. Robinson stated:

*"I was very impressed in reading the notice plan and very educational, frankly to me, understanding the communication, media platforms, technology, all of that continues to evolve rapidly and the ability to not only target consumers, but to target people that could rightfully receive notice continues to improve all the time."*

***In re: The Bank of New York Mellon ADR FX Litigation***, 16-CV-00212-JPO-JLC (S.D.N.Y. 2019). In the Final Order and Judgement, dated June 17, 2019, para 5, the Honorable J. Paul Oetkin stated:

*"The dissemination of notice constituted the best notice practicable under the circumstances."*

***Simerlein et al., v. Toyota Motor Corporation***, Case No. 3:17-cv-01091-VAB (District of CT 2019). In the Ruling and Order on Motion for Preliminary Approval, dated January 14, 2019, p. 30, the Honorable Victor Bolden stated:

*"In finding that notice is sufficient to meet both the requirements of Rule 23(c) and due process, the Court has reviewed and appreciated the high-quality submission of proposed Settlement*



Notice Administrator Jeanne C. Finegan. See Declaration of Jeanne C. Finegan, APR, Ex. G to Agrmt., ECF No. 85-8.”

**Fitzhenry- Russell et al., v. Keurig Dr. Pepper Inc.**, Case No. :17-cv-00564-NC, (ND Cal). In the Order Granting Final Approval of Class Action Settlement, Dated April 10, 2019, the Honorable Nathanael Cousins stated:

*“...the reaction of class members to the proposed Settlement is positive. The parties anticipated that 100,000 claims would be filed under the Settlement (see Dkt. No. 327-5 ¶ 36)—91,254 claims were actually filed (see Finegan Decl ¶ 4). The 4% claim rate was reasonable in light of Heffler’s efforts to ensure that notice was adequately provided to the Class.”*

**Pettit et al., v. Procter & Gamble Co.**, Case No. 15-cv-02150-RS ND Cal. In the Order Granting Final Approval of the Class Action Settlement and Judgement, Dated March 28, 2019, p. 6, the Honorable Richard Seeborg stated:

*“The Court finds that the Notice Plan set forth in the Settlement Agreement, and effectuated pursuant to the Preliminary Approval Order, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Settlement Class. ...the number of claims received equates to a claims rate of 4.6%, which exceeds the rate in comparable settlements.”*

**Carter v Forjas Taurus S.S., Taurus International Manufacturing, Inc.**, Case No. 1:13-CV-24583 PAS (S.D. Fl. 2016). In her Final Order and Judgment Granting Plaintiffs Motion for Final Approval of Class Action Settlement, the Honorable Patricia Seitz stated:

*“The Court considered the extensive experience of Jeanne C. Finegan and the notice program she developed. ...There is no national firearms registry and Taurus sale records do not provide names and addresses of the ultimate purchasers... Thus the form and method used for notifying Class Members of the terms of the Settlement was the best notice practicable. ...The court-approved notice plan used peer-accepted national research to identify the optimal traditional, online, mobile and social media platforms to reach the Settlement Class Members.”*

Additionally, in January 20, 2016, Transcript of Class Notice Hearing, p. 5 Judge Seitz, noted:

*“I would like to compliment Ms. Finegan and her company because I was quite impressed with the scope and the effort of communicating with the Class.”*

**Cook et. al., v. Rockwell International Corp. and the Dow Chemical Co.**, No. 90-cv-00181- KLK (D.Colo. 2017), aka, Rocky Flats Nuclear Weapons Plant Contamination. In the Order Granting Final Approval, dated April 28, 2017, p.3, the Honorable John L. Kane said:

*The Court-approved Notice Plan, which was successfully implemented by [HF Media- emphasis added] (see Doc. 2432), constituted the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice Plan that was implemented, as set forth in Declaration of Jeanne C. Finegan, APR Concerning Implementation and Adequacy of Class Member Notification (Doc. 2432), provided for individual notice to all members of the Class whose identities and addresses were identified through reasonable efforts, ... and a comprehensive national publication notice program that included, inter alia, print, television, radio and internet banner advertisements. ...Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, the Court finds that the Notice Plan provided the best notice practicable to the Class.*

**In re: Domestic Drywall Antitrust Litigation**, MDL. No. 2437, in the U.S. District Court for the Eastern District of Pennsylvania. For each of the four settlements, Finegan implemented and extensive outreach effort including traditional, online, social, mobile and advanced television and online video. In the Order Granting Preliminary Approval to the IPP Settlement, Judge Michael M. Baylson stated:



*"The Court finds that the dissemination of the Notice and summary Notice constitutes the best notice practicable under the circumstances; is valid, due, and sufficient notice to all persons... and complies fully with the requirements of the Federal rule of Civil Procedure."*

**Warner v. Toyota Motor Sales, U.S.A. Inc., Case No 2:15-cv-02171-FMO FFMx (C.D. Cal. 2017).** In the Order Re: Final Approval of Class Action Settlement; Approval of Attorney's Fees, Costs & Service Awards, dated May 21, 2017, the Honorable Fernando M. Olguin stated:

*Finegan, the court-appointed settlement notice administrator, has implemented the multiprong notice program. ...the court finds that the class notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, the class members' right to exclude themselves from the action, and their right to object to the proposed settlement. (See Dkt. 98, PAO at 25-28).*

**Michael Allagas, et al., v. BP Solar International, Inc., et al., BP Solar Panel Settlement,** Case No. 3:14-cv-00560- SI (N.D. Cal., San Francisco Div. 2016). In the Order Granting Final Approval, Dated December 22, 2016, The Honorable Susan Illston stated:

*Class Notice was reasonable and constituted due, adequate and sufficient notice to all persons entitled to be provided with notice; and d. fully satisfied the requirements of the Federal Rules of Civil Procedure, including Fed. R. Civ. P. 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the Rules of this Court, and any other applicable law.*

**Foster v. L-3 Communications EOTech, Inc. et al (6:15-cv-03519),** Missouri Western District Court.

*In the Court's Final Order, dated July 7, 2017, The Honorable Judge Brian Wimes stated: "The Court has determined that the Notice given to the Settlement Class fully and accurately informed members of the Settlement Class of all material elements of the Settlement and constituted the best notice practicable."*

**In re: Skechers Toning Shoes Products Liability Litigation,** No. 3:11-MD-2308-TBR (W.D. Ky. 2012). In his Final Order and Judgment granting the Motion for Preliminary Approval of Settlement, the Honorable Thomas B. Russell stated:

*... The comprehensive nature of the class notice leaves little doubt that, upon receipt, class members will be able to make an informed and intelligent decision about participating in the settlement.*

**Brody v. Merck & Co., Inc., et al,** No. 3:12-cv-04774-PGS-DEA (N.J.) (Jt Hearing for Prelim App, Sept. 27, 2012, transcript page 34). During the Hearing on Joint Application for Preliminary Approval of Class Action, the Honorable Peter G. Sheridan acknowledged Ms. Finegan's work, noting:

*Ms. Finegan did a great job in testifying as to what the class administrator will do. So, I'm certain that all the class members or as many that can be found, will be given some very adequate notice in which they can perfect their claim.*

**Quinn v. Walgreen Co., Wal-Mart Stores Inc.,** 7:12 CV-8187-VB (NYSB) (Jt Hearing for Final App, March. 5, 2015, transcript page 40-41). During the Hearing on Final Approval of Class Action, the Honorable Vincent L. Briccetti stated:

*"The notice plan was the best practicable under the circumstances. ... [and] "the proof is in the pudding. This settlement has resulted in more than 45,000 claims which is 10,000 more than the Pearson case and more than 40,000 more than in a glucosamine case pending in the Southern District of California I've been advised about. So the notice has reached a lot of people and a lot of people have made claims."*

**In Re: TracFone Unlimited Service Plan Litigation,** No. C-13-3440 EMC (ND Ca). In the Final Order and Judgment Granting Class Settlement, July 2, 2015, the Honorable Edward M. Chen noted:

*"...[D]epending on the extent of the overlap between those class members who will automatically*



receive a payment and those who filed claims, the total claims rate is estimated to be approximately 25-30%. This is an excellent result...

**In Re: Blue Buffalo Company, Ltd., Marketing and Sales Practices Litigation**, Case No. 4:14-MD-2562 RWS (E.D. Mo. 2015), (Hearing for Final Approval, May 19, 2016 transcript p. 49). During the Hearing for Final Approval, the Honorable Rodney Sippel said:

*It is my finding that notice was sufficiently provided to class members in the manner directed in my preliminary approval order and that notice met all applicable requirements of due process and any other applicable law and considerations.*

**DeHoyos, et al., v. Allstate Ins. Co.**, No. SA-01-CA-1010 (W.D.Tx. 2001). In the Amended Final Order and Judgment Approving Class Action Settlement, the Honorable Fred Biery stated:

*[T]he undisputed evidence shows the notice program in this case was developed and implemented by a nationally recognized expert in class action notice programs. ... This program was vigorous and specifically structured to reach the African American and Hispanic class members. Additionally, the program was based on a scientific methodology which is used throughout the advertising industry and which has been routinely embraced routinely [sic] by the Courts. Specifically, in order to reach the identified targets directly and efficiently, the notice program utilized a multi-layered approach which included national magazines; magazines specifically appropriate to the targeted audiences; and newspapers in both English and Spanish.*

**In Re: Reebok Easytone Litigation**, No. 10-CV-11977 (D. MA. 2011). The Honorable F. Dennis Saylor IV stated in the Final Approval Order:

*The Court finds that the dissemination of the Class Notice, the publication of the Summary Settlement Notice, the establishment of a website containing settlement-related materials, the establishment of a toll-free telephone number, and all other notice methods set forth in the Settlement Agreement and [Ms. Finegan's] Declaration and the notice dissemination methodology implemented pursuant to the Settlement Agreement and this Court's Preliminary Approval Order... constituted the best practicable notice to Class Members under the circumstances of the Actions.*

**Bezdek v. Vibram USA and Vibram FiveFingers LLC**, No 12-10513 (D. MA) The Honorable Douglas P. Woodlock stated in the Final Memorandum and Order:

*...[O]n independent review I find that the notice program was robust, particularly in its online presence, and implemented as directed in my Order authorizing notice. ...I find that notice was given to the Settlement class members by the best means "practicable under the circumstances." Fed.R.Civ.P. 23(c)(2).*

**Gemelas v. The Dannon Company Inc.**, No. 08-cv-00236-DAP (N.D. Ohio). In granting final approval for the settlement, the Honorable Dan A. Polster stated:

*In accordance with the Court's Preliminary Approval Order and the Court-approved notice program, [Ms. Finegan] caused the Class Notice to be distributed on a nationwide basis in magazines and newspapers (with circulation numbers exceeding 81 million) specifically chosen to reach Class Members. ... The distribution of Class Notice constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. 1715, and any other applicable law.*

**Pashmova v. New Balance Athletic Shoes, Inc.**, 1:11-cv-10001-LTS (D. Mass.). The Honorable Leo T. Sorokin stated in the Final Approval Order:

*The Class Notice, the Summary Settlement Notice, the web site, and all other notices in the Settlement Agreement and the Declaration of [Ms. Finegan], and the notice methodology implemented pursuant to the Settlement Agreement: (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated to apprise Class Members of the pendency of the Actions, the terms of the Settlement and their rights under the settlement ... met all applicable requirements of law, including, but not limited to, the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and the Due Process Clause(s) of the United States*



*Constitution, as well as complied with the Federal Judicial Center's illustrative class action notices.*

**Hartless v. Clorox Company**, No. 06-CV-2705 (CAB) (S.D.Cal.). In the Final Order Approving Settlement, the Honorable Cathy N. Bencivengo found:

*The Class Notice advised Class members of the terms of the settlement; the Final Approval Hearing and their right to appear at such hearing; their rights to remain in or opt out of the Class and to object to the settlement; the procedures for exercising such rights; and the binding effect of this Judgment, whether favorable or unfavorable, to the Class. The distribution of the notice to the Class constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. §1715, and any other applicable law.*

**McDonough et al., v. Toys 'R' Us et al**, No. 09:-cv-06151-AB (E.D. Pa.). In the Final Order and Judgment Approving Settlement, the Honorable Anita Brody stated:

*The Court finds that the Notice provided constituted the best notice practicable under the circumstances and constituted valid, due and sufficient notice to all persons entitled thereto.*

**In re: Pre-Filled Propane Tank Marketing & Sales Practices Litigation**, No. 4:09-md-02086-GAF (W.D. Mo.) In granting final approval to the settlement, the Honorable Gary A. Fenner stated:

*The notice program included individual notice to class members who could be identified by Ferrellgas, publication notices, and notices affixed to Blue Rhino propane tank cylinders sold by Ferrellgas through various retailers. ... The Court finds the notice program fully complied with Federal Rule of Civil Procedure 23 and the requirements of due process and provided to the Class the best notice practicable under the circumstances.*

**Stern v. AT&T Mobility Wireless**, No. 09-cv-1112 CAS-AGR (C.D.Cal. 2009). In the Final Approval Order, the Honorable Christina A. Snyder stated:

*[T]he Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.*

**In re: Processed Egg Prods. Antitrust Litig.**, MDL No. 08-md-02002 (E.D.P.A.). In the Order Granting Final Approval of Settlement, Judge Gene E.K. Pratter stated:

*The Notice appropriately detailed the nature of the action, the Class claims, the definition of the Class and Subclasses, the terms of the proposed settlement agreement, and the class members' right to object or request exclusion from the settlement and the timing and manner for doing so.... Accordingly, the Court determines that the notice provided to the putative Class Members constitutes adequate notice in satisfaction of the demands of Rule 23.*

**In re Polyurethane Foam Antitrust Litigation**, 10- MD-2196 (N.D. OH). In the Order Granting Final Approval of Voluntary Dismissal and Settlement of Defendant Domfoam and Others, the Honorable Jack Zouhary stated:

*The notice program included individual notice to members of the Class who could be identified through reasonable effort, as well as extensive publication of a summary notice. The Notice constituted the most effective and best notice practicable under the circumstances of the Settlement Agreements, and constituted due and sufficient notice for all other purposes to all persons and entities entitled to receive notice.*

**Rojas v Career Education Corporation**, No. 10-cv-05260 (N.D.E.D. IL) In the Final Approval Order dated October 25, 2012, the Honorable Virginia M. Kendall stated:

*The Court Approved notice to the Settlement Class as the best notice practicable under the circumstance including individual notice via U.S. Mail and by email to the class members whose addresses were obtained from each Class Member's wireless carrier or from a commercially reasonable reverse cell phone number look-up service, nationwide magazine publication, website publication, targeted on-line advertising, and a press release. Notice has been successfully*



*implemented and satisfies the requirements of the Federal Rule of Civil Procedure 23 and Due Process.*

**Golloher v Todd Christopher International, Inc. DBA Vogue International (Organix)**, No. C 1206002 N.D. CA. In the Final Order and Judgment Approving Settlement, the Honorable Richard Seeborg stated:  
*The distribution of the notice to the Class constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. §1715, and any other applicable law.*

**Stefanyshyn v. Consolidated Industries**, No. 79 D 01-9712-CT-59 (Tippecanoe County Sup. Ct., Ind.). In the Order Granting Final Approval of Settlement, Judge Randy Williams stated:  
*The long and short form notices provided a neutral, informative, and clear explanation of the Settlement. ... The proposed notice program was properly designed, recommended, and implemented ... and constitutes the "best practicable" notice of the proposed Settlement. The form and content of the notice program satisfied all applicable legal requirements. ... The comprehensive class notice educated Settlement Class members about the defects in Consolidated furnaces and warned them that the continued use of their furnaces created a risk of fire and/or carbon monoxide. This alone provided substantial value.*

**McGee v. Continental Tire North America, Inc. et al**, No. 06-6234-(GEB) (D.N.J.).

*The Class Notice, the Summary Settlement Notice, the web site, the toll-free telephone number, and all other notices in the Agreement, and the notice methodology implemented pursuant to the Agreement: (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated to apprise Class Members of the pendency of the Action, the terms of the settlement and their rights under the settlement, including, but not limited to, their right to object to or exclude themselves from the proposed settlement and to appear at the Fairness Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notification; and (d) met all applicable requirements of law, including, but not limited to, the Federal Rules of Civil Procedure, 20 U.S.C. Sec. 1715, and the Due Process Clause(s) of the United States Constitution, as well as complied with the Federal Judicial Center's illustrative class action notices.*

**Varacallo, et al. v. Massachusetts Mutual Life Insurance Company, et al.**, No. 04-2702 (JLL) (D.N.J.). The Court stated that:

*[A]ll of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices. ... By working with a nationally syndicated media research firm, [Finegan's firm] was able to define a target audience for the MassMutual Class Members, which provided a valid basis for determining the magazine and newspaper preferences of the Class Members. (Preliminary Approval Order at p. 9). ... The Court agrees with Class Counsel that this was more than adequate. (Id. at § 5.2).*

**In Re: Nortel Network Corp., Sec. Litig.**, No. 01-CV-1855 (RMB) Master File No. 05 MD 1659 (LAP) (S.D.N.Y.). Ms. Finegan designed and implemented the extensive United States and Canadian notice programs in this case. The Canadian program was published in both French and English, and targeted virtually all investors of stock in Canada. See [www.nortelsecuritieslitigation.com](http://www.nortelsecuritieslitigation.com). Of the U.S. notice program, the Honorable Loretta A. Preska stated:

*The form and method of notifying the U.S. Global Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement ... constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.*

Regarding the B.C. Canadian Notice effort: *Jeffrey v. Nortel Networks*, [2007] BCSC 69 at para. 50, the Honourable Mr. Justice Groberman said:



*The efforts to give notice to potential class members in this case have been thorough. There has been a broad media campaign to publicize the proposed settlement and the court processes. There has also been a direct mail campaign directed at probable investors. I am advised that over 1.2 million claim packages were mailed to persons around the world. In addition, packages have been available through the worldwide web site [nortelsecuritieslitigation.com](http://nortelsecuritieslitigation.com) on the Internet. Toll-free telephone lines have been set up, and it appears that class counsel and the Claims Administrator have received innumerable calls from potential class members. In short, all reasonable efforts have been made to ensure that potential members of the class have had notice of the proposal and a reasonable opportunity was provided for class members to register their objections, or seek exclusion from the settlement.*

**Mayo v. Walmart Stores and Sam's Club**, No. 5:06 CV-93-R (W.D.Ky.). In the Order Granting Final Approval of Settlement, Judge Thomas B. Russell stated:

*According to defendants' database, the Notice was estimated to have reached over 90% of the Settlement Class Members through direct mail. The Settlement Administrator ... has classified the parties' database as 'one of the most reliable and comprehensive databases [she] has worked with for the purposes of legal notice.' ... The Court thus reaffirms its findings and conclusions in the Preliminary Approval Order that the form of the Notice and manner of giving notice satisfy the requirements of Fed. R. Civ. P. 23 and affords due process to the Settlement Class Members.*

**Fishbein v. All Market Inc.**, (d/b/a **Vita Coco**) No. 11-cv-05580 (S.D.N.Y.). In granting final approval of the settlement, the Honorable J. Paul Oetken stated:

*"The Court finds that the dissemination of Class Notice pursuant to the Notice Program...constituted the best practicable notice to Settlement Class Members under the circumstances of this Litigation ... and was reasonable and constituted due, adequate and sufficient notice to all persons entitled to such notice, and fully satisfied the requirements of the Federal Rules of Civil Procedure, including Rules 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the Rules of this Court, and any other applicable laws."*

**Lucas, et al. v. Kmart Corp.**, No. 99-cv-01923 (D.Colo.), wherein the Court recognized Jeanne Finegan as an expert in the design of notice programs, and stated:

*The Court finds that the efforts of the parties and the proposed Claims Administrator in this respect go above and beyond the "reasonable efforts" required for identifying individual class members under F.R.C.P. 23(c)(2)(B).*

**In Re: Johns-Manville Corp. (Statutory Direct Action Settlement, Common Law Direct Action and Hawaii Settlement)**, No 82-11656, 57, 660, 661, 665-73, 75 and 76 (BRL) (Bankr. S.D.N.Y.). The nearly half-billion dollar settlement incorporated three separate notification programs, which targeted all persons who had asbestos claims whether asserted or unasserted, against the Travelers Indemnity Company. In the Findings of Fact and Conclusions of a Clarifying Order Approving the Settlements, slip op. at 47-48 (Aug. 17, 2004), the Honorable Burton R. Lifland, Chief Justice, stated:

*As demonstrated by Findings of Fact (citation omitted), the Statutory Direct Action Settlement notice program was reasonably calculated under all circumstances to apprise the affected individuals of the proceedings and actions taken involving their interests, Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950), such program did apprise the overwhelming majority of potentially affected claimants and far exceeded the minimum notice required. . . The results simply speak for themselves.*

**Pigford v. Glickman and U.S. Department of Agriculture**, No. 97-1978. 98-1693 (PLF) (D.D.C.). This matter was the largest civil rights case to settle in the United States in over 40 years. The highly publicized, nationwide paid media program was designed to alert all present and past African-American



farmers of the opportunity to recover monetary damages against the U.S. Department of Agriculture for alleged loan discrimination. In his Opinion, the Honorable Paul L. Friedman commended the parties with respect to the notice program, stating:

*The parties also exerted extraordinary efforts to reach class members through a massive advertising campaign in general and African American targeted publications and television stations. . . The Court concludes that class members have received more than adequate notice and have had sufficient opportunity to be heard on the fairness of the proposed Consent Decree.*

***In Re: Louisiana-Pacific Inner-Seal Siding Litig.***, Nos. 879-JE, and 1453-JE (D.Or.). Under the terms of the Settlement, three separate notice programs were to be implemented at three-year intervals over a period of six years. In the first notice campaign, Ms. Finegan implemented the print advertising and Internet components of the Notice program. In approving the legal notice communication plan, the Honorable Robert E. Jones stated:

*The notice given to the members of the Class fully and accurately informed the Class members of all material elements of the settlement...[through] a broad and extensive multi-media notice campaign.*

Additionally, regarding the third-year notice program for Louisiana-Pacific, the Honorable Richard Unis, Special Master, commented that the notice was:

*...well formulated to conform to the definition set by the court as adequate and reasonable notice. Indeed, I believe the record should also reflect the Court's appreciation to Ms. Finegan for all the work she's done, ensuring that noticing was done correctly and professionally, while paying careful attention to overall costs. Her understanding of various notice requirements under Fed. R. Civ. P. 23, helped to insure that the notice given in this case was consistent with the highest standards of compliance with Rule 23(d)(2).*

***In Re: Expedia Hotel Taxes and Fees Litigation***, No. 05-2-02060-1 (SEA) (Sup. Ct. of Wash. in and for King County). In the Order Granting Final Approval of Class Action Settlement, Judge Monica Benton stated:

*The Notice of the Settlement given to the Class ... was the best notice practicable under the circumstances. All of these forms of Notice directed Class Members to a Settlement Website providing key Settlement documents including instructions on how Class Members could exclude themselves from the Class, and how they could object to or comment upon the Settlement. The Notice provided due and adequate notice of these proceeding and of the matters set forth in the Agreement to all persons entitled to such notice, and said notice fully satisfied the requirements of CR 23 and due process.*

***Thomas A. Foster and Linda E. Foster v. ABTco Siding Litigation***, No. 95-151-M (Cir. Ct., Choctaw County, Ala.). This litigation focused on past and present owners of structures sided with Abitibi-Price siding. The notice program that Ms. Finegan designed and implemented was national in scope and received the following praise from the Honorable J. Lee McPhearson:

*The Court finds that the Notice Program conducted by the Parties provided individual notice to all known Class Members and all Class Members who could be identified through reasonable efforts and constitutes the best notice practicable under the circumstances of this Action. This finding is based on the overwhelming evidence of the adequacy of the notice program. ... The media campaign involved broad national notice through television and print media, regional and local newspapers, and the Internet (see id. ¶¶9-11) The result: over 90 percent of Abitibi and ABTco owners are estimated to have been reached by the direct media and direct mail campaign.*

***Wilson v. Massachusetts Mut. Life Ins. Co.***, No. D-101-CV 98-02814 (First Judicial Dist. Ct., County of Santa Fe, N.M.). This was a nationwide notification program that included all persons in the United States who owned, or had owned, a life or disability insurance policy with Massachusetts Mutual Life Insurance Company and had paid additional charges when paying their premium on an installment basis. The class



was estimated to exceed 1.6 million individuals. www.insuranceclassclaims.com. In granting preliminary approval to the settlement, the Honorable Art Encinias found:

*[T]he Notice Plan [is] the best practicable notice that is reasonably calculated, under the circumstances of the action. ...[and] meets or exceeds all applicable requirements of the law, including Rule 1-023(C)(2) and (3) and 1-023(E), NMRA 2001, and the requirements of federal and/or state constitutional due process and any other applicable law.*

**Sparks v. AT&T Corp.**, No. 96-LM-983 (Third Judicial Cir., Madison County, Ill.). The litigation concerned all persons in the United States who leased certain AT&T telephones during the 1980's. Ms. Finegan designed and implemented a nationwide media program designed to target all persons who may have leased telephones during this time period, a class that included a large percentage of the entire population of the United States. In granting final approval to the settlement, the Court found:

*The Court further finds that the notice of the proposed settlement was sufficient and furnished Class Members with the information they needed to evaluate whether to participate in or opt out of the proposed settlement. The Court therefore concludes that the notice of the proposed settlement met all requirements required by law, including all Constitutional requirements.*

**In Re: Georgia-Pacific Toxic Explosion Litig.**, No. 98 CVC05-3535 (Ct. of Common Pleas, Franklin County, Ohio). Ms. Finegan designed and implemented a regional notice program that included network affiliate television, radio and newspaper. The notice was designed to alert adults living near a Georgia-Pacific plant that they had been exposed to an air-born toxic plume and their rights under the terms of the class action settlement. In the Order and Judgment finally approving the settlement, the Honorable Jennifer L. Bunner stated:

*[N]otice of the settlement to the Class was the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The Court finds that such effort exceeded even reasonable effort and that the Notice complies with the requirements of Civ. R. 23(C).*

**In Re: American Cyanamid**, No. CV-97-0581-BH-M (S.D.AI.). The media program targeted Farmers who had purchased crop protection chemicals manufactured by American Cyanamid. In the Final Order and Judgment, the Honorable Charles R. Butler Jr. wrote:

*The Court finds that the form and method of notice used to notify the Temporary Settlement Class of the Settlement satisfied the requirements of Fed. R. Civ. P. 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all potential members of the Temporary Class Settlement.*

**In Re: First Alert Smoke Alarm Litig.**, No. CV-98-C-1546-W (UWC) (N.D.AI.). Ms. Finegan designed and implemented a nationwide legal notice and public information program. The public information program ran over a two-year period to inform those with smoke alarms of the performance characteristics between photoelectric and ionization detection. The media program included network and cable television, magazine and specialty trade publications. In the Findings and Order Preliminarily Certifying the Class for Settlement Purposes, Preliminarily Approving Class Settlement, Appointing Class Counsel, Directing Issuance of Notice to the Class, and Scheduling a Fairness Hearing, the Honorable C.W. Clemon wrote that the notice plan:

*...constitutes due, adequate and sufficient notice to all Class Members; and (v) meets or exceeds all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Alabama State Constitution, the Rules of the Court, and any other applicable law.*

**In Re: James Hardie Roofing Litig.**, No. 00-2-17945-65SEA (Sup. Ct. of Wash., King County). The nationwide legal notice program included advertising on television, in print and on the Internet. The program was designed to reach all persons who own any structure with JHBP roofing products. In the Final Order and Judgment, the Honorable Steven Scott stated:



*The notice program required by the Preliminary Order has been fully carried out... [and was] extensive. The notice provided fully and accurately informed the Class Members of all material elements of the proposed Settlement and their opportunity to participate in or be excluded from it; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with Civ. R. 23, the United States Constitution, due process, and other applicable law.*

**Barden v. Hurd Millwork Co. Inc., et al**, No. 2:6-cv-00046 (LA) (E.D.Wis.)

*"The Court approves, as to form and content, the notice plan and finds that such notice is the best practicable under the circumstances under Federal Rule of Civil Procedure 23(c)(2)(B) and constitutes notice in a reasonable manner under Rule 23(e)(1)."*

**Altieri v. Reebok**, No. 4:10-cv-11977 (FDS) (D.C.Mass.)

*"The Court finds that the notices ... constitute the best practicable notice... The Court further finds that all of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices."*

**Marengo v. Visa Inc.**, No. CV 10-08022 (DMG) (C.D.Cal.)

*"[T]he Court finds that the notice plan... meets the requirements of due process, California law, and other applicable precedent. The Court finds that the proposed notice program is designed to provide the Class with the best notice practicable, under the circumstances of this action, of the pendency of this litigation and of the proposed Settlement's terms, conditions, and procedures, and shall constitute due and sufficient notice to all persons entitled thereto under California law, the United States Constitution, and any other applicable law."*

**Palmer v. Sprint Solutions, Inc.**, No. 09-cv-01211 (JLR) (W.D.Wa.)

*"The means of notice were reasonable and constitute due, adequate, and sufficient notice to all persons entitled to be provide3d with notice."*

**In Re: Tyson Foods, Inc., Chicken Raised Without Antibiotics Consumer Litigation**, No. 1:08-md-01982 RDB (D. Md. N. Div.)

*"The notice, in form, method, and content, fully complied with the requirements of Rule 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled to notice of the settlement."*

**Sager v. Inamed Corp. and McGhan Medical Breast Implant Litigation**, No. 01043771 (Sup. Ct. Cal., County of Santa Barbara)

*"Notice provided was the best practicable under the circumstances."*

**Deke, et al. v. Cardservice Internat'l**, Case No. BC 271679, slip op. at 3 (Sup. Ct. Cal., County of Los Angeles)

*"The Class Notice satisfied the requirements of California Rules of Court 1856 and 1859 and due process and constituted the best notice practicable under the circumstances."*

**Levine, et al. v. Dr. Philip C. McGraw, et al.**, Case No. BC 312830 (Los Angeles County Super. Ct., Cal.)

*"[T]he plan for notice to the Settlement Class ... constitutes the best notice practicable under the circumstances and constituted due and sufficient notice to the members of the Settlement Class ... and satisfies the requirements of California law and federal due process of law."*

**In re: Canadian Air Cargo Shipping Class Actions**, Court File No. 50389CP, Ontario Superior Court of Justice, Supreme Court of British Columbia, Quebec Superior Court

*"I am satisfied the proposed form of notice meets the requirements of s. 17(6) of the CPA and the proposed method of notice is appropriate."*



**Fischer et al v. IG Investment Management, Ltd. et al**, Court File No. 06-CV-307599CP, Ontario Superior Court of Justice.

**In re: Vivendi Universal, S.A. Securities Litigation**, No. 02-cv-5571 (RJH)(HBP) (S.D.N.Y.).

**In re: Air Cargo Shipping Services Antitrust Litigation**, No. 06-MD-1775 (JG) (VV) (E.D.N.Y.).

**Berger, et al., v. Property ID Corporation, et al.**, No. CV 05-5373-GHK (CWx) (C.D.Cal.).

**Lozano v. AT&T Mobility Wireless**, No. 02-cv-0090 CAS (AJWx) (C.D.Cal.).

**Howard A. Engle, M.D., et al., v. R.J. Reynolds Tobacco Co., Philip Morris, Inc., Brown & Williamson Tobacco Corp.**, No. 94-08273 CA (22) (11<sup>th</sup> Judicial Dist. Ct. of Miami-Dade County, Fla.).

**In re: Royal Dutch/Shell Transport Securities Litigation**, No. 04 Civ. 374 (JAP) (Consolidated Cases) (D. N.J.).

**In re: Epson Cartridge Cases, Judicial Council Coordination Proceeding**, No. 4347 (Sup. Ct. of Cal., County of Los Angeles).

**UAW v. General Motors Corporation**, No: 05-73991 (E.D.MI).

**Wicon, Inc. v. Cardservice Intern'l, Inc.**, BC 320215 (Sup. Ct. of Cal., County of Los Angeles).

**In re: SmithKline Beecham Clinical Billing Litig.**, No. CV. No. 97-L-1230 (Third Judicial Cir., Madison County, Ill.).

Ms. Finegan designed and developed a national media and Internet site notification program in connection with the settlement of a nationwide class action concerning billings for clinical laboratory testing services.

**MacGregor v. Schering-Plough Corp.**, No. EC248041 (Sup. Ct. Cal., County of Los Angeles).

This nationwide notification program was designed to reach all persons who had purchased or used an aerosol inhaler manufactured by Schering-Plough. Because no mailing list was available, notice was accomplished entirely through the media program.

**In re: Swiss Banks Holocaust Victim Asset Litig.**, No. CV-96-4849 (E.D.N.Y.).

Ms. Finegan managed the design and implementation of the Internet site on this historic case. The site was developed in 21 native languages. It is a highly secure data gathering tool and information hub, central to the global outreach program of Holocaust survivors.  
[www.swissbankclaims.com](http://www.swissbankclaims.com).

**In re: Exxon Valdez Oil Spill Litig.**, No. A89-095-CV (HRH) (Consolidated) (D. Alaska).

Ms. Finegan designed and implemented two media campaigns to notify native Alaskan residents, trade workers, fisherman, and others impacted by the oil spill of the litigation and their rights under the settlement terms.

**In re: Johns-Manville Phenolic Foam Litig.**, No. CV 96-10069 (D. Mass).

The nationwide multi-media legal notice program was designed to reach all Persons who owned any structure, including an industrial building, commercial building, school, condominium, apartment house, home, garage or other type of structure located in the United States or its territories, in which Johns-Manville PFRI was installed, in whole or in part, on top of a metal roof deck.

**Bristow v Fleetwood Enters Litig.**, No Civ 00-0082-S-EJL (D. Id).

Ms. Finegan designed and implemented a legal notice campaign targeting present and former employees of Fleetwood Enterprises, Inc., or its subsidiaries who worked as hourly production



workers at Fleetwood's housing, travel trailer, or motor home manufacturing plants. The comprehensive notice campaign included print, radio and television advertising.

***In re: New Orleans Tank Car Leakage Fire Litig.***, No 87-16374 (Civil Dist. Ct., Parish of Orleans, LA) (2000).

This case resulted in one of the largest settlements in U.S. history. This campaign consisted of a media relations and paid advertising program to notify individuals of their rights under the terms of the settlement.

***Garria Spencer v. Shell Oil Co.***, No. CV 94-074(Dist. Ct., Harris County, Tex.).

The nationwide notification program was designed to reach individuals who owned real property or structures in the United States, which contained polybutylene plumbing with acetyl insert or metal insert fittings.

***In re: Hurd Millwork Heat Mirror™ Litig.***, No. CV-772488 (Sup. Ct. of Cal., County of Santa Clara).

This nationwide multi-media notice program was designed to reach class members with failed heat mirror seals on windows and doors, and alert them as to the actions that they needed to take to receive enhanced warranties or window and door replacement.

***Laborers Dist. Counsel of Alabama Health and Welfare Fund v. Clinical Lab. Servs., Inc***, No. CV-97-C-629-W (N.D. Ala.)

Ms. Finegan designed and developed a national media and Internet site notification program in connection with the settlement of a nationwide class action concerning alleged billing discrepancies for clinical laboratory testing services.

***In re: StarLink Corn Prods. Liab. Litig.***, No. 01-C-1181 (N.D. Ill)

Ms. Finegan designed and implemented a nationwide notification program designed to alert potential class members of the terms of the settlement.

***In re: MCI Non-Subscriber Rate Payers Litig.***, MDL Docket No. 1275, 3:99-cv-01275 (S.D.Ill.).

The advertising and media notice program, found to be "more than adequate" by the Court, was designed with the understanding that the litigation affected all persons or entities who were customers of record for telephone lines presubscribed to MCI/World Com, and were charged the higher non-subscriber rates and surcharges for direct-dialed long distance calls placed on those lines. [www.rateclaims.com](http://www.rateclaims.com).

***In re: Albertson's Back Pay Litig.***, No. 97-0159-S-BLW (D.Id.).

Ms. Finegan designed and developed a secure Internet site, where claimants could seek case information confidentially.

***In re: Georgia Pacific Hardboard Siding Recovering Program***, No. CV-95-3330-RG (Cir. Ct., Mobile County, Ala.)

Ms. Finegan designed and implemented a multi-media legal notice program, which was designed to reach class members with failed G-P siding and alert them of the pending matter. Notice was provided through advertisements, which aired on national cable networks, magazines of nationwide distribution, local newspaper, press releases and trade magazines.

***In re: Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig.***, Nos. 1203, 99-20593.

Ms. Finegan worked as a consultant to the National Diet Drug Settlement Committee on notification issues. The resulting notice program was described and complimented at length in the Court's Memorandum and Pretrial Order 1415, approving the settlement.

Ms. Finegan designed the Notice programs for multiple state antitrust cases filed against the Microsoft Corporation. In those cases, it was generally alleged that Microsoft unlawfully used anticompetitive



means to maintain a monopoly in markets for certain software, and that as a result, it overcharged consumers who licensed its MS-DOS, Windows, Word, Excel and Office software. The multiple legal notice programs designed by Jeanne Finegan and listed below targeted both individual users and business users of this software. The scientifically designed notice programs took into consideration both media usage habits and demographic characteristics of the targeted class members.

***In re: Florida Microsoft Antitrust Litig. Settlement***, No. 99-27340 CA 11 (11<sup>th</sup> Judicial Dist. Ct. of Miami-Dade County, Fla.).

***In re: Montana Microsoft Antitrust Litig. Settlement***, No. DCV 2000 219 (First Judicial Dist. Ct., Lewis & Clark Co., Mt.).

***In re: South Dakota Microsoft Antitrust Litig. Settlement***, No. 00-235(Sixth Judicial Cir., County of Hughes, S.D.).

***In re: Kansas Microsoft Antitrust Litig. Settlement***, No. 99C17089 Division No. 15 Consolidated Cases (Dist. Ct., Johnson County, Kan.)

*"The Class Notice provided was the best notice practicable under the circumstances and fully complied in all respects with the requirements of due process and of the Kansas State. Annot. §60-22.3."*

***In re: North Carolina Microsoft Antitrust Litig. Settlement***, No. 00-CvS-4073 (Wake) 00-CvS-1246 (Lincoln) (General Court of Justice Sup. Ct., Wake and Lincoln Counties, N.C.).

***In re: ABS II Pipes Litig.***, No. 3126 (Sup. Ct. of Cal., Contra Costa County).

The Court approved regional notification program designed to alert those individuals who owned structures with the pipe that they were eligible to recover the cost of replacing the pipe.

***In re: Avenue A Inc. Internet Privacy Litig.***, No: C00-1964C (W.D. Wash.).

***In re: Lorazepam and Clorazepate Antitrust Litig.***, No. 1290 (TFH) (D.C.C.).

***In re: Providian Fin. Corp. ERISA Litig.***, No C-01-5027 (N.D. Cal.).

***In re: H & R Block., et al Tax Refund Litig.***, No. 97195023/CC4111 (MD Cir. Ct., Baltimore City).

***In re: American Premier Underwriters, Inc, U.S. Railroad Vest Corp.***, No. 06C01-9912 (Cir. Ct., Boone County, Ind.).

***In re: Sprint Corp. Optical Fiber Litig.***, No: 9907 CV 284 (Dist. Ct., Leavenworth County, Kan).

***In re: Shelter Mutual Ins. Co. Litig.***, No. CJ-2002-263 (Dist.Ct., Canadian County. Ok).

***In re: Consec, Inc. Sec. Litig.***, No: IP-00-0585-C Y/S CA (S.D. Ind.).

***In re: Nat'l Treasury Employees Union, et al.***, 54 Fed. Cl. 791 (2002).

***In re: City of Miami Parking Litig.***, Nos. 99-21456 CA-10, 99-23765 – CA-10 (11<sup>th</sup> Judicial Dist. Ct. of Miami-Dade County, Fla.).

***In re: Prime Co. Incorporated D/B/A/ Prime Co. Personal Comm.***, No. L 1:01CV658 (E.D. Tx.).

***Aalsea Veneer v. State of Oregon A.A.***, No. 88C-11289-88C-11300.



### **INTERNATIONAL EXPERIENCE**

*In re Purdue Pharma L.P., No. 19-23649* (Bankr. S.D.N.Y. 2019).

*Imerys Talc America, Inc.* No. 19-10289 Bankr. D.Del 20201

*Bell v. Canadian Imperial Bank of Commerce, et al, Court File No.: CV-08-359335* (Ontario Superior Court of Justice); (2016).

*In re: Canadian Air Cargo Shipping Class Actions* (Ontario Superior Court of Justice, Court File No. 50389CP, Supreme Court of British Columbia.

*In re: Canadian Air Cargo Shipping Class Actions* (Québec Superior Court).

*Fischer v. IG Investment Management LTD., No. 06-CV-307599CP* (Ontario Superior Court of Justice).

*In Re Nortel I & II Securities Litigation, Civil Action No. 01-CV-1855 (RMB), Master File No. 05 MD 1659 (LAP)* (S.D.N.Y. 2006).

*Frohlinger v. Nortel Networks Corporation et al., Court File No.: 02-CL-4605* (Ontario Superior Court of Justice).

*Association de Protection des Épargnants et Investisseurs du Québec v. Corporation Nortel Networks, No.: 500-06-0002316-017* (Superior Court of Québec).

*Jeffery v. Nortel Networks Corporation et al., Court File No.: S015159* (Supreme Court of British Columbia).

*Gallardi v. Nortel Networks Corporation, No. 05-CV-285606CP* (Ontario Superior Court).

*Skarstedt v. Corporation Nortel Networks, No. 500-06-000277-059* (Superior Court of Québec).

### **SEC ENFORCEMENT NOTICE PROGRAM EXPERIENCE**

*SEC v. Vivendi Universal, S.A., et al., Case No. 02 Civ. 5571 (RJH) (HBP)* (S.D.N.Y.).  
The Notice program included publication in 11 different countries and eight different languages.

*SEC v. Royal Dutch Petroleum Company, No.04-3359* (S.D. Tex.)

### **FEDERAL TRADE COMMISSION NOTICE PROGRAM EXPERIENCE**

*FTC v. TracFone Wireless, Inc., Case No. 15-cv-00392-EMC.*

*FTC v. Skechers U.S.A., Inc., No. 1:12-cv-01214-JG* (N.D. Ohio).

*FTC v. Reebok International Ltd., No. 11-cv-02046* (N.D. Ohio)

*FTC v. Chanery and RTC Research and Development LLC [Nutraquest], No :05-cv-03460* (D.N.J.)

### **BANKRUPTCY EXPERIENCE**



Ms. Finegan has designed and implemented hundreds of domestic and international bankruptcy notice programs. A sample case list includes the following:

**In Re: PG&E Corporation** Case No. 19-30088 Bankr. N.D. Cal. 2019). Hearing Establishing, Deadline for Filing Proofs of Claim, (II) establishing the Form and Manner of Notice Thereof, and (III) Approving Procedures for Providing Notice of Bar Date and Other Information to all Creditors and Potential Creditors PG&E. *June 26, 2019, Transcript of Hearing p. 21:1*, the Honorable Dennis Montali stated:

*...the technology and the thought that goes into all these plans is almost incomprehensible. He further stated, p. 201:20 ... Ms. Finegan has really impressed me today...*

**Imerys Talc America, Inc.** No. 19-10289 Bankr. D.Del 20201.

**In re AMR Corporation [American Airlines], et al.**, No. 11-15463 (SHL) (Bankr. S.D.N.Y.)  
*"due and proper notice [was] provided, and ... no other or further notice need be provided."*

**In re Jackson Hewitt Tax Service Inc.**, et al., No 11-11587 (Bankr. D.Del.) (2011).

The debtors sought to provide notice of their filing as well as the hearing to approve their disclosure statement and confirm their plan to a large group of current and former customers, many of whom current and viable addresses promised to be a difficult (if not impossible) and costly undertaking. The court approved a publication notice program designed and implemented by Finegan and the administrator, that included more than 350 local newspaper and television websites, two national online networks (24/7 Real Media, Inc. and Microsoft Media Network), a website notice linked to a press release and notice on eight major websites, including CNN and Yahoo. These online efforts supplemented the print publication and direct-mail notice provided to known claimants and their attorneys, as well as to the state attorneys general of all 50 states. The *Jackson Hewitt* notice program constituted one of the first large chapter 11 cases to incorporate online advertising.

**In re: Nutraquest Inc.**, No. 03-44147 (Bankr. D.N.J.)

**In re: General Motors Corp. et al**, No. 09-50026 (Bankr. S.D.N.Y.)

This case is the 4<sup>th</sup> largest bankruptcy in U.S. history. Ms. Finegan and her team worked with General Motors restructuring attorneys to design and implement the legal notice program.

**In re: ACandS, Inc.**, No. 0212687 (Bankr. D.Del.) (2007)

*"Adequate notice of the Motion and of the hearing on the Motion was given."*

**In re: United Airlines**, No. 02-B-48191 (Bankr. N.D Ill.)

Ms. Finegan worked with United and its restructuring attorneys to design and implement global legal notice programs. The notice was published in 11 countries and translated into 6 languages. Ms. Finegan worked closely with legal counsel and UAL's advertising team to select the appropriate media and to negotiate the most favorable advertising rates. [www.pd-ual.com](http://www.pd-ual.com).

**In re: Enron**, No. 01-16034 (Bankr. S.D.N.Y.)

Ms. Finegan worked with Enron and its restructuring attorneys to publish various legal notices.

**In re: Dow Corning**, No. 95-20512 (Bankr. E.D. Mich.)

Ms. Finegan originally designed the information website. This Internet site is a major information hub that has various forms in 15 languages.

**In re: Harnischfeger Inds.**, No. 99-2171 (RJW) Jointly Administered (Bankr. D. Del.)

Ms. Finegan designed and implemented 6 domestic and international notice programs for this case. The notice was translated into 14 different languages and published in 16 countries.

**In re: Keene Corp.**, No. 93B 46090 (SMB), (Bankr. E.D. MO.)



Ms. Finegan designed and implemented multiple domestic bankruptcy notice programs including notice on the plan of reorganization directed to all creditors and all Class 4 asbestos-related claimants and counsel.

**In re: Lamonts**, No. 00-00045 (Bankr. W.D. Wash.)

Ms. Finegan designed and implemented multiple bankruptcy notice programs.

**In re: Monet Group Holdings**, Nos. 00-1936 (MFW) (Bankr. D. Del.)

Ms. Finegan designed and implemented a bar date notice.

**In re: Laclede Steel Co.**, No. 98-53121-399 (Bankr. E.D. MO.)

Ms. Finegan designed and implemented multiple bankruptcy notice programs.

**In re: Columbia Gas Transmission Corp.**, No. 91-804 (Bankr. S.D.N.Y.)

Ms. Finegan developed multiple nationwide legal notice notification programs for this case.

**In re: U.S.H. Corp. of New York, et al.** (Bankr. S.D.N.Y.)

Ms. Finegan designed and implemented a bar date advertising notification campaign.

**In re: Best Prods. Co., Inc.**, No. 96-35267-T, (Bankr. E.D. Va.)

Ms. Finegan implemented a national legal notice program that included multiple advertising campaigns for notice of sale, bar date, disclosure and plan confirmation.

**In re: Lodgian, Inc., et al.**, No. 16345 (BRL) Factory Card Outlet – 99-685 (JCA), 99-686 (JCA) (Bankr. S.D.N.Y.).

**In re: Internat'l Total Servs, Inc., et al.**, Nos. 01-21812, 01-21818, 01-21820, 01-21882, 01-21824, 01-21826, 01-21827 (CD) Under Case No: 01-21812 (Bankr. E.D.N.Y.).

**In re: Decora Inds., Inc. and Decora, Incorp.**, Nos. 00-4459 and 00-4460 (JJF) (Bankr. D. Del.).

**In re: Genesis Health Ventures, Inc., et al**, No. 002692 (PJW) (Bankr. D. Del.).

**In re: Tel. Warehouse, Inc., et al**, No. 00-2105 through 00-2110 (MFW) (Bankr. D. Del.).

**In re: United Cos. Fin. Corp., et al**, No. 99-450 (MFW) through 99-461 (MFW) (Bankr. D. Del.).

**In re: Caldor, Inc. New York, The Caldor Corp., Caldor, Inc. CT, et al.**, No. 95-B44080 (JLG) (Bankr. S.D.N.Y.).

**In re: Physicians Health Corp., et al.**, No. 00-4482 (MFW) (Bankr. D. Del.).

**In re: GC Cos., et al.**, Nos. 00-3897 through 00-3927 (MFW) (Bankr. D. Del.).

**In re: Heilig-Meyers Co., et al.**, Nos. 00-34533 through 00-34538 (Bankr. E.D. Va.).

#### **MASS TORT EXPERIENCE AND PRODUCT RECALL**

**In Re: PG&E Corporation** Case No. 19-30088 Bankr. N.D. Cal. 2019).

**In re Purdue Pharma L.P.**, No. 19-23649 (Bankr. S.D.N.Y. 2019).

**Imerys Talc America, Inc.** No. 19-10289 Bankr. D.Del 2021.



**Reser's Fine Foods.** Reser's is a nationally distributed brand and manufacturer of food products through giants such as Albertsons, Costco, Food Lion, WinnDixie, Ingles, Safeway and Walmart. Ms. Finegan designed an enterprise-wide crisis communication plan that included communications objectives, crisis team roles and responsibilities, crisis response procedures, regulatory protocols, definitions of incidents that require various levels of notice, target audiences, and threat assessment protocols. Ms. Finegan worked with the company through two nationwide, high profile recalls, conducting extensive media relations efforts.

**Gulf Coast Claims Facility Notice Campaign.** Finegan coordinated a massive outreach effort throughout the Gulf Coast region to notify those who have claims as a result of damages caused by the Deep Water Horizon Oil spill. The notice campaign included extensive advertising in newspapers throughout the region, Internet notice through local newspaper, television and radio websites and media relations. The Gulf Coast Claims Facility (GCCF) was an independent claims facility, funded by BP, for the resolution of claims by individuals and businesses for damages incurred as a result of the oil discharges due to the Deepwater Horizon incident on April 20, 2010.

**City of New Orleans Tax Revisions, Post-Hurricane Katrina.** In 2007, the City of New Orleans revised property tax assessments for property owners. As part of this process, it received numerous appeals to the assessments. An administration firm served as liaison between the city and property owners, coordinating the hearing schedule and providing important information to property owners on the status of their appeal. Central to this effort was the comprehensive outreach program designed by Ms. Finegan, which included a website and a heavy schedule of television, radio and newspaper advertising, along with the coordination of key news interviews about the project picked up by local media.

#### ARTICLES/ SOCIAL MEDIA

Interview, "How Marketers Achieve Greater ROI Through Digital Assurance," Alliance for Audited Media ("AAM"), white paper, January 2021.

Tweet Chat: Contributing Panelist #Law360SocialChat, A live Tweet workshop concerning the benefits and pit-falls of social media, Lextalk.com, November 7, 2019.

Author, "Top Class Settlement Admin Factors to Consider in 2020" Law360, New York, (October 31, 2019, 5:44 PM ET).

Author, "Creating a Class Notice Program that Satisfies Due Process" Law360, New York, (February 13, 2018 12:58 PM ET).

Author, "3 Considerations for Class Action Notice Brand Safety" Law360, New York, (October 2, 2017 12:24 PM ET).

Author, "What Would Class Action Reform Mean for Notice?" Law360, New York, (April 13, 2017 11:50 AM ET).

Author, "Bots Can Silently Steal your Due Process Notice." Wisconsin Law Journal, April 2017.

Author, "Don't Turn a Blind Eye to Bots. Ad Fraud and Bots are a Reality of the Digital Environment." LinkedIn article March 6, 2107.

Co-Author, "Modern Notice Requirements Through the Lens of *Eisen* and *Mullane*" – Bloomberg - BNA Class Action Litigation Report, 17 CLASS 1077, (October 14, 2016).



Author, "Think All Internet Impressions Are The Same? Think Again" – Law360.com, New York (March 16, 2016, 3:39 ET).

Author, "Why Class Members Should See an Online Ad More Than Once" – Law360.com, New York, (December 3, 2015, 2:52 PM ET).

Author, 'Being 'Media-Relevant' — What It Means and Why It Matters - Law360.com, New York (September 11, 2013, 2:50 PM ET).

Co-Author, "New Media Creates New Expectations for Bankruptcy Notice Programs," ABI Journal, Vol. XXX, No 9, (November 2011).

Quoted Expert, "Effective Class Action Notice Promotes Access to Justice: Insight from a New U.S. Federal Judicial Center Checklist," Canadian Supreme Court Law Review, (2011), 53 S.C.L.R. (2d).

Co-Author, with Hon. Dickran Tevrizian – "Expert Opinion: It's More Than Just a Report... Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape," BNA Class Action Litigation Report, 12 CLASS 464, May 27, 2011.

Co-Author, with Hon. Dickran Tevrizian, Your Insight, "Expert Opinion: It's More Than Just a Report -Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape," <sup>11</sup><sub>SEP</sub> TXLR, Vol. 26, No. 21, May 26, 2011.

Quoted Expert, "Analysis of the FJC's 2010 Judges' Class Action Notice and Claims Process Checklist and Guide: A New Roadmap to Adequate Notice and Beyond," BNA Class Action Litigation Report, 12 CLASS 165, February 25, 2011.

Author, Five Key Considerations for a Successful International Notice Program, BNA Class Action Litigation Report, April, 9, 2010 Vol. 11, No. 7 p. 343.

Quoted Expert, "Communication Technology Trends Pose Novel Notification Issues for Class Litigators," BNA Electronic Commerce and Law, 15 ECLR 109 January 27, 2010.

Author, "Legal Notice: R U ready 2 adapt?" BNA Class Action Report, Vol. 10 Class 702, July 24, 2009.

Author, "On Demand Media Could Change the Future of Best Practicable Notice," BNA Class Action Litigation Report, Vol. 9, No. 7, April 11, 2008, pp. 307-310.

Quoted Expert, "Warranty Conference: Globalization of Warranty and Legal Aspects of Extended Warranty," Warranty Week, warrantyweek.com/archive/ww20070228.html/ February 28, 2007.

Co-Author, "Approaches to Notice in State Court Class Actions," For The Defense, Vol. 45, No. 11, November, 2003.

Citation, "Recall Effectiveness Research: A Review and Summary of the Literature on Consumer Motivation and Behavior," U.S. Consumer Product Safety Commission, CPSC-F-02-1391, p.10, Heiden Associates, July 2003.

Author, "The Web Offers Near, Real-Time Cost Efficient Notice," American Bankruptcy Institute, ABI Journal, Vol. XXII, No. 5., 2003.

Author, "Determining Adequate Notice in Rule 23 Actions," For The Defense, Vol. 44, No. 9 September, 2002.

Author, "Legal Notice, What You Need to Know and Why," Monograph, July 2002.



Co-Author, "The Electronic Nature of Legal Noticing," The American Bankruptcy Institute Journal, Vol. XXI, No. 3, April 2002.

Author, "Three Important Mantras for CEO's and Risk Managers," - International Risk Management Institute, irmi.com, January 2002.

Co-Author, "Used the Bat Signal Lately," The National Law Journal, Special Litigation Section, February 19, 2001.

Author, "How Much is Enough Notice," Dispute Resolution Alert, Vol. 1, No. 6. March 2001.

Author, "Monitoring the Internet Buzz," The Risk Report, Vol. XXIII, No. 5, Jan. 2001.

Author, "High-Profile Product Recalls Need More Than the Bat Signal," - International Risk Management Institute, irmi.com, July 2001.

Co-Author, "Do You Know What 100 Million People are Buzzing About Today?" Risk and Insurance Management, March 2001.

Quoted Article, "Keep Up with Class Action," Kentucky Courier Journal, March 13, 2000.

Author, "The Great Debate - How Much is Enough Legal Notice?" American Bar Association – Class Actions and Derivatives Suits Newsletter, winter edition 1999.

**SPEAKER/EXPERT PANELIST/PRESENTER**

Chief Litigation Counsel Association (CLCA)	Speaker, "Four Factors Impacting the Cost of Your Class Action Settlement and Notice," Houston TX, May 1, 2019
CLE Webinar	"Rule 23 Changes to Notice, Are You Ready for the Digital Wild, Wild West?" October 23, 2018, <a href="https://bit.ly/2RIRvZq">https://bit.ly/2RIRvZq</a>
American Bar Assn.	Faculty Panelist, 4 <sup>th</sup> Annual Western Regional CLE Class Actions, "Big Brother, Information Privacy, and Class Actions: How Big Data and Social Media are Changing the Class Action Landscape" San Francisco, CA June, 2018.
Miami Law Class Action Faculty & Complex Litigation Forum	Panelist, "Settlement and Resolution of Class Actions," Miami, FL December 2, 2016.
The Knowledge Group	Faculty Panelist, "Class Action Settlements: Hot Topics 2016 and Beyond," Live Webcast, <a href="http://www.theknowledgegroup.org">www.theknowledgegroup.org</a> , October 2016.
ABA National Symposium	Faculty Panelist, "Ethical Considerations in Settling Class Actions," New Orleans, LA, March 2016.
S.F. Banking Attorney Assn.	Speaker, "How a Class Action Notice can Make or Break your Client's Settlement," San Francisco, CA, May 2015.
Perrin Class Action Conf.	Faculty Panelist, "Being Media Relevant, What It Means and Why It Matters – The Social Media Evolution: Trends, Challenges and Opportunities," Chicago, IL May 2015.
Bridgeport Continuing Ed.	Speaker, Webinar "Media Relevant in the Class Notice Context." July, 2014.



Bridgeport Continuing Ed.	Faculty Panelist, "Media Relevant in the Class Notice Context." Los Angeles, California, April 2014.
CASD 5 <sup>th</sup> Annual	Speaker, "The Impact of Social Media on Class Action Notice." Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, September 2012.
Law Seminars International	Speaker, "Class Action Notice: Rules and Statutes Governing FRCP (b)(3) Best Practicable... What constitutes a best practicable notice? What practitioners and courts should expect in the new era of online and social media." Chicago, IL, October 2011. <b>*Voted by attendees as one of the best presentations given.</b>
CASD 4 <sup>th</sup> Annual	Faculty Panelist, "Reasonable Notice - Insight for practitioners on the FJC's <i>Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide</i> . Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, October 2011.
CLE International	Faculty Panelist, Building a Workable Settlement Structure, CLE International, San Francisco, California May, 2011.
CASD	Faculty Panelist, "21 <sup>st</sup> Century Class Notice and Outreach." 3 <sup>rd</sup> Annual Class Action Symposium CASD Symposium, San Diego, California, October 2010.
CASD	Faculty Panelist, "The Future of Notice." 2 <sup>nd</sup> Annual Class Action Symposium CASD Symposium, San Diego California, October 2009.
American Bar Association	Speaker, 2008 Annual Meeting, "Practical Advice for Class Action Settlements: The Future of Notice In the United States and Internationally – Meeting the Best Practicable Standard." Section of Business Law Business and Corporate Litigation Committee – Class and Derivative Actions Subcommittee, New York, NY, August 2008.
Women Lawyers Assn.	Faculty Panelist, Women Lawyers Association of Los Angeles "The Anatomy of a Class Action." Los Angeles, CA, February, 2008.
Warranty Chain Mgmt.	Faculty Panelist, Presentation Product Recall Simulation. Tampa, Florida, March 2007.
Practicing Law Institute.	Faculty Panelist, CLE Presentation, 11 <sup>th</sup> Annual Consumer Financial Services Litigation. Presentation: Class Action Settlement Structures – Evolving Notice Standards in the Internet Age. New York/Boston (simulcast), NY March 2006; Chicago, IL April 2006 and San Francisco, CA, May 2006.
U.S. Consumer Product Safety Commission	Ms. Finegan participated as an invited expert panelist to the CPSC to discuss ways in which the CPSC could enhance and measure the recall process. As a panelist, Ms Finegan discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda, MD, September 2003.



Weil, Gotshal & Manges	Presenter, CLE presentation, "A Scientific Approach to Legal Notice Communication." New York, June 2003.
Sidley & Austin	Presenter, CLE presentation, "A Scientific Approach to Legal Notice Communication." Los Angeles, May 2003.
Kirkland & Ellis	Speaker to restructuring group addressing "The Best Practicable Methods to Give Notice in a Tort Bankruptcy." Chicago, April 2002.
Georgetown University Law	Faculty, CLE White Paper: "What are the best practicable methods to Center Mass Tort Litigation give notice? Dispelling the communications myth – A notice Institute disseminated is a notice communicated," Mass Tort Litigation Institute. Washington D.C.
American Bar Association	Presenter, "How to Bullet-Proof Notice Programs and What Communication Barriers Present Due Process Concerns in Legal Notice," ABA Litigation Section Committee on Class Actions & Derivative Suits. Chicago, IL, August 6, 2001.
McCutchin, Doyle, Brown	Speaker to litigation group in San Francisco and simulcast to four other McCutchin locations, addressing the definition of effective notice and barriers to communication that affect due process in legal notice. San Francisco, CA, June 2001.
Marylhurst University	Guest lecturer on public relations research methods. Portland, OR, February 2001.
University of Oregon	Guest speaker to MBA candidates on quantitative and qualitative research for marketing and communications programs. Portland, OR, May 2001.
Judicial Arbitration & Mediation Services (JAMS)	Speaker on the definition of effective notice. San Francisco and Los Angeles, CA, June 2000.
International Risk Management Institute	Past Expert Commentator on Crisis and Litigation Communications. <a href="http://www.irmi.com">www.irmi.com</a> .
The American Bankruptcy Institute Journal (ABI)	Past Contributing Editor – Beyond the Quill. <a href="http://www.abi.org">www.abi.org</a> .

### **BACKGROUND**

Ms. Finegan's past experience includes working in senior management for leading Class Action Administration firms including The Garden City Group (GCG) and Poorman-Douglas Corp., (EPIQ). Ms. Finegan co-founded Huntington Advertising, a nationally recognized leader in legal notice communications. After Fleet Bank purchased her firm in 1997, she grew the company into one of the nation's leading legal notice communication agencies.

Prior to that, Ms. Finegan spearheaded Huntington Communications, (an Internet development company) and The Huntington Group, Inc., (a public relations firm). As a partner and consultant, she has worked on a wide variety of client marketing, research, advertising, public relations and Internet programs. During her tenure at the Huntington Group, client projects included advertising (media planning and buying), shareholder meetings, direct mail, public relations (planning, financial communications) and community outreach programs. Her past client list includes large public and privately held companies: Code-A-Phone Corp., Thrifty-Payless Drug Stores, Hyster-Yale, The Portland Winter Hawks Hockey Team, U.S. National Bank, U.S. Trust Company, Morley Capital Management, and Durametal Corporation.



Prior to Huntington Advertising, Ms. Finegan worked as a consultant and public relations specialist for a West Coast-based Management and Public Relations Consulting firm.

Additionally, Ms. Finegan has experience in news and public affairs. Her professional background includes being a reporter, anchor and public affairs director for KWJJ/KJIB radio in Portland, Oregon, as well as reporter covering state government for KBZY radio in Salem, Oregon. Ms. Finegan worked as an assistant television program/promotion manager for KPDX directing \$50 million in programming. She was also the program/promotion manager at KECH-22 television.

Ms. Finegan's multi-level communication background gives her a thorough, hands-on understanding of media, the communication process, and how it relates to creating effective and efficient legal notice campaigns.

### **MEMBERSHIPS, PROFESSIONAL CREDENTIALS**

**APR** Accredited. Universal Board of Accreditation Public Relations Society of America

- **Member of the Public Relations Society of America**
- **Member Canadian Public Relations Society**

#### **Board of Directors - Alliance for Audited Media**

Alliance for Audited Media ("AAM") is the recognized leader in cross-media verification. It was founded in 1914 as the Audit Bureau of Circulations (ABC) to bring order and transparency to the media industry. Today, more than 4,000 publishers, advertisers, agencies and technology vendors depend on its data-driven insights, technology certification audits and information services to transact with trust.

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### **SOCIAL MEDIA**

**LinkedIn:** [www.linkedin.com/in/jeanne-finegan-apr-7112341b](http://www.linkedin.com/in/jeanne-finegan-apr-7112341b)

# Exhibit C

## **Toyota Airbag Control Unit Settlement Notice**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

### **Cash Payments and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of Certain Toyota Vehicles**

There is a proposed settlement (the “Settlement”) in a class action lawsuit against the Toyota Defendants<sup>1</sup> concerning certain Toyota vehicles (known as the “Subject Vehicles”) that contain certain ZF-TRW airbag control units (“ZF-TRW ACUs”). If you are included in the Settlement, you have legal rights and options and deadlines by which you must exercise them.

The Settlement provides \$78.5 million in cash and credits (the “Settlement Amount”) in addition to an Extended New Parts Warranty and other benefits.

The case is currently pending before Judge John A. Kronstadt in the United States District Court for the Central District of California in an action titled *In Re: ZF-TRW Airbag Control Units Products Liability Litigation* (Case No. 2:19-ml-02905). Plaintiffs allege that the ZF-TRW ACUs equipped in the Subject Vehicles are vulnerable to a condition called electrical overstress, which may cause the vehicles’ airbags and other safety features to fail during a collision. Toyota denies the allegations brought against it in the lawsuit but has agreed to the Settlement to resolve the case. The Court has not decided who is right. The purpose of this notice is to provide you with important information about the Settlement so you may decide what to do.

On January 17, 2020, Toyota recalled certain Subject Vehicles (the “Recalled Vehicles”) to address issues relating to electrical overstress in the ZF-TRW ACUs (NHTSA Recall No. 20V-024, the “Recall”). If the Court grants final approval, the Settlement will provide compensation and other benefits to eligible current and former owners and lessees of Recalled Vehicles, as well as the opportunity to claim compensation for Subject Vehicles that were not included in the Recall (the “Unrecalled Vehicles”). These benefits include:

- Reimbursement for certain reasonable out-of-pocket expenses related to the Recall;
- Potential residual distribution payments of up to \$250 to each Class Member who submitted out-of-pocket claims related to the Recall and to each Class Member who registered for a residual payment, including those who own or lease Unrecalled Vehicles;

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<sup>1</sup> Capitalized terms have the meaning assigned to them in the Settlement Agreement, unless otherwise noted.

- An Extended New Parts Warranty for Recalled Vehicles that complete the Recall;
- A robust Subject Vehicle inspection program;
- An outreach program to provide additional notification to Class Members of the Recall; and
- A potential rental car reimbursement, loaner vehicle and outreach program for any related future ZF-TRW ACU recall(s) affecting the Unrecalled Vehicles.

You may be eligible for these benefits if you own, lease, or previously owned or leased a Subject Vehicle. The Subject Vehicles are:

- 2011–2019 Toyota Corolla;
- 2011–2013 Toyota Corolla Matrix;
- 2012–2018 Toyota Avalon;
- 2013–2018 Toyota Avalon HV;
- 2012–2019 Toyota Tacoma;
- 2012–2017 Toyota Tundra; and
- 2012–2017 Toyota Sequoia.

To determine whether your vehicle is part of the Class, please visit the Settlement website, [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com), which contains a Vehicle Identification Number (VIN) lookup tool to check the eligibility of your vehicle.

For their work in securing this Settlement, the attorneys representing the Class (known as “Settlement Class Counsel”) will request up to 33% of the Settlement Amount (i.e. up to \$25,905,000) in attorneys’ fees and expenses. Settlement Class Counsel will also request service awards of up to \$2,500 for each of the named Class Representatives who brought this lawsuit. If approved by the Court, the attorneys’ fees and costs, and Class Representative service awards, will be paid out of the Settlement Fund.

This notice provides a summary of the Settlement, and it is important that you review it carefully to understand your legal rights. The full details of the Settlement, including the Settlement Agreement and other important case documents, are available at [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com). Please visit the website regularly for further updates about the Settlement.

**QUESTIONS? CALL TOLL FREE [1-833-747-5737](tel:1-833-747-5737) OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
**PLEASE CONTINUE TO CHECK THE WEBSITE REGULARLY FOR IMPORTANT SETTLEMENT UPDATES**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

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QUESTIONS? CALL TOLL FREE **1-833-747-5737** OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)  
PLEASE CONTINUE TO CHECK THE WEBSITE REGULARLY FOR IMPORTANT SETTLEMENT UPDATES  
 PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

## A. BASIC INFORMATION

### 1. What is this Notice about?

A federal court authorized this notice to inform you of a proposed class action settlement. You are NOT being sued. This notice explains the litigation, the Settlement, and your legal rights. Judge John A. Kronstadt of the United States District Court for the Central District of California is overseeing this case and has exclusive jurisdiction over the Settlement. This litigation is known as *In re ZF-TRW Airbag Control Units Products Liability Litigation*, Case No. 2:19-ml-02905-JAK-MRW.

If you have any questions, please visit [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) or contact the Settlement Notice Administrator at **1-833-747-5737**.

### 2. What are my options?

The table below summarizes your options under the Settlement. **Please review this information carefully because your legal rights may be affected even if you do not take any action.**

<p><b>FOR CLASS MEMBERS WITH RECALLED VEHICLES, FILE A CLAIM FOR REIMBURSEMENT</b></p>	<p>On January 17, 2020, Toyota recalled certain Subject Vehicles to address issues relating to electrical overstress in the ZF-TRW ACUs (the “Recall”). This Settlement reimburses Class Members of Recalled Vehicles for certain reasonable out-of-pocket expenses they incurred in completing the Recall. The reimbursement covers the following expenses: (a) unreimbursed rental car and transportation expenses; (b) reasonable towing charges to a Toyota Dealer; (c) reasonable childcare expenses necessarily incurred during the time in which the Recall is being performed; (d) reasonable unreimbursed out-of-pocket costs associated with repairing ZF-TRW ACUs; and (e) reasonable lost wages resulting from lost time from work directly associated with the drop off and/or pickup of a Class Member’s Recalled Vehicle to/from a Toyota Dealer. and/or repairing passive safety systems. Please refer to Questions 11–16 below for more information about the Recall and eligible out-of-pocket expenses.</p> <p>If you incurred out-of-pocket expenses to complete the Recall for your Recalled Vehicle, you may submit a claim for reimbursement at <a href="http://www.AirbagControlUnitSettlement.com">www.AirbagControlUnitSettlement.com</a>. The deadline to submit your reimbursement claim is <b>[Claims Deadline]</b>. Please refer to Question 13 for details on how to submit a claim.</p>
<p><b>REGISTER FOR POTENTIAL PAYMENT OF UP TO \$250 PER CLASS MEMBER</b></p>	<p>You may register for a “residual distribution payment” of up to \$250 for any unpaid funds that remain in the Settlement after all eligible out-of-pocket reimbursement payments have been made. The amount of the residual distribution payment will be determined after all the eligible reimbursement claims are paid.</p>

**QUESTIONS? CALL TOLL FREE **1-833-747-5737** OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
**PLEASE CONTINUE TO CHECK THE WEBSITE REGULARLY FOR IMPORTANT SETTLEMENT UPDATES**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

	<p>The residual distribution payment is available to each Class Member who submits a Registration/Claim Form, which means <b>you do not need to have a Subject Vehicle that was included in the Recall to be eligible for the residual distribution payment</b>. You may register for the residual distribution payment regardless of whether you incurred any out-of-pocket expenses for the Recall. Please refer to Question 17 below for details on the residual distribution. You may register for the residual distribution payment at <a href="http://www.AirbagControlUnitSettlement.com">www.AirbagControlUnitSettlement.com</a>. The deadline to submit your claim is <b>[Claims Deadline]</b>.</p>
<p><b>FOR CLASS MEMBERS WITH RECALLED VEHICLES, COMPLETE THE RECALL AND RECEIVE THE EXTENDED NEW PARTS WARRANTY</b></p>	<p>For Recalled Vehicles, Toyota will extend the duration of the warranty coverage for the new parts installed pursuant to the Recall, (the “Extended New Parts Warranty”). This extended warranty will apply automatically once the Recall is completed on a Recalled Vehicle.</p> <p>If you have a Recalled Vehicle that has already completed the Recall, you do not need to do anything to obtain the Extended New Parts Warranty. If your Recalled Vehicle has not yet completed the Recall, you must do so to receive the Extended New Parts Warranty.</p> <p>If you have an Unrecalled Vehicle, this extended warranty does not apply to your vehicle.</p> <p>Please refer to Question 19 below for details on the extended new parts warranty.</p>
<p><b>OBJECT</b></p>	<p>You may write to the Court to explain why you do not like the Settlement. If you object to the Settlement, you are expressing your views about the Settlement, but you will remain a member of the Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. If you make an objection, you must still submit a claim to receive compensation under the Settlement. Please refer to Questions 29 and 30 below for further details on objecting to the Settlement. You must object by <b>[Objection Deadline]</b>. You cannot both exclude yourself from and object to the Settlement.</p>
<p><b>EXCLUDE YOURSELF</b></p>	<p>If you wish to exclude yourself from the Settlement, you must submit a request to exclude yourself from, or “opt out” of, the Settlement. If you do so, you will not receive any of the Settlement benefits, but you will preserve your rights to sue Toyota separately over the claims being resolved by this Settlement. You cannot both exclude yourself from and object to the Settlement.</p> <p>Please refer to Questions 24–26 below for details on excluding yourself from the Settlement. Your request for exclusion must be postmarked on or before <b>[Opt-Out Deadline]</b>.</p>

QUESTIONS? CALL TOLL FREE **1-833-747-5737** OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)  
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**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

<b>APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING</b>	You are not required to appear before the Court to participate in the Settlement. If you object to the Settlement as described above, you may ask to speak in Court about the fairness of the Settlement. Please refer to Questions 29 and 31–33 for further details.
<b>DO NOTHING</b>	If you are a member of the Class and choose to do nothing, you will not receive certain benefits provided under the Settlement, and you will give up the right to sue Toyota about the issues in the lawsuit.

### 3. What is this lawsuit about?

This lawsuit alleges that Toyota designed and sold vehicles with a defective ZF-TRW ACU. The ACU is an electrical component that controls the functions of various safety features, including airbags. Plaintiffs allege the ZF-TRW ACUs in the Subject Vehicles (defined in Question 4 below) are vulnerable to an electrical overstress condition that can cause the vehicles’ airbags and other passenger safety systems to malfunction during a collision, which may result in airbag non-deployment or other safety failures.

Toyota denies all claims and allegations of wrongdoing and deny that they violated any law or duty that would give rise to liability. The Court has not decided who is right.

### 4. Which Vehicles Are Included in the Settlement?

The Settlement applies to the following Subject Vehicles that were sold or leased in the United States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions:

- 2011–2019 Toyota Corolla;
- 2011–2013 Toyota Corolla Matrix;
- 2012–2018 Toyota Avalon;
- 2013–2018 Toyota Avalon HV;
- 2012–2019 Toyota Tacoma;
- 2012–2017 Toyota Tundra; and
- 2012–2017 Toyota Sequoia.

**To determine whether your vehicle is part of the Settlement, please visit [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) and use the VIN lookup tool to check the eligibility of your vehicle.** If you do not know your VIN, please check the driver’s side dashboard and/or driver’s side door post, which will contain the 17-digit VIN for your vehicle. You should take a photo of the VIN with your phone, so you have easy access to the number when you’re filing a claim or registering for a residual payment.

**QUESTIONS? CALL TOLL FREE [1-833-747-5737](tel:1-833-747-5737) OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
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## 5. What is a Class Action?

In a class action, people called “class representatives” sue on behalf of other people who have similar claims. All of these people together are known as the “Class” or “Class Members,” and the Court must approve this procedure. When a class action is settled, the Court resolves the issues in the lawsuit for all class members, except for those who request to be excluded from (or “opt out” of) the class. Opting out means that you will not receive benefits under the Settlement. The opt out process is described in Questions 24–26 below.

## 6. Why is there a Settlement?

Both sides in the lawsuit agreed to the Settlement to avoid the cost and risk of further litigation, including a potential trial. The Settlement provides benefits to Class Members in exchange for releasing Toyota from liability. The Settlement does not mean that Toyota broke any laws or did anything wrong, and the Court did not decide which side was right. The Class Representatives and the lawyers representing the Class believe that the Settlement is in the best interests of all Class Members.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement sets forth in greater detail the rights and obligations of the parties. To access the Settlement Agreement and other important case documents, please visit [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com).

## B. WHO IS IN THE SETTLEMENT?

### 7. Am I included in the Settlement?

You are included in the Class if you own, lease, or previously owned or leased a Subject Vehicle (as defined in Question 4 above) as of **[Preliminary Approval Date]**.

To check whether you have a Subject Vehicle, please enter your Vehicle Identification Number in the VIN lookup tool available at [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com).

### 8. Is anyone excluded from the Settlement?

The following entities and individuals are **excluded** from the Class:

- Toyota, its officers, directors, employees, and outside counsel; its affiliates and affiliates’ officers, directors, and employees; its distributors and distributors’ officers and directors, and Toyota’s Dealers and their officers and directors;
- Settlement Class Counsel, Plaintiffs’ counsel, and their employees;
- Judicial officers and their immediate family members and associated court staff assigned to this case; and
- Persons or entities who or which timely and properly exclude themselves from the Class.

For more information, please review the Settlement Agreement available at [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com).

**QUESTIONS? CALL TOLL FREE [1-833-747-5737](tel:1-833-747-5737) OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
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**9. I am not sure if I am included in the Settlement. How do I obtain more information?**

If you are not sure whether you are included in the Class, you may contact the Settlement Notice Administrator at **1-1-833-747-5737** or visit **www.AirbagControlUnitSettlement.com**, which contains further information and a VIN lookup tool to determine if your vehicle is part of the Class.

**C. THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET IT**

**10. What does the Settlement provide?**

If the Court grants final approval of the Settlement, Plaintiffs and Toyota have agreed to a settlement amount of \$78.5 million in payments and credits (the “Settlement Amount”). The Settlement Amount will fund numerous Settlement benefits for Class Members.

Questions 11–21 below describe the various benefits available to Class Members. The Settlement benefits include:

- Reimbursement for certain reasonable out-of-pocket expenses related to the Recall (described in Questions 11–16 below);
- Potential residual distribution payments of up to \$250 per Class Member for all Subject Vehicles, including those that were not part of the Recall (described in Question 17 below);
- A robust Subject Vehicle inspection program (described in Question 18 below);
- An Extended New Parts Warranty for vehicles that complete the Recall (described in Question 19 below);
- An outreach program to notify Class Members of the Recall; and
- A potential rental car reimbursement, loaner vehicle, and outreach program for any related future ZF-TRW ACU recall(s) affecting Subject Vehicles (described in Questions 20–21 below).

The Settlement Fund may also be utilized for additional outreach and notice costs that the Parties jointly agree, after consulting with the Settlement Special Master, Patrick A. Juneau, is necessary in furtherance of the terms of the Settlement.

To receive the compensation benefits, you must submit a claim by **[Claims Deadline]**. If you do nothing, you may not receive certain benefits from the Settlement, and, as a Class Member, you will not be able to sue Toyota about the issues in the lawsuit.

**QUESTIONS? CALL TOLL FREE **1-833-747-5737** OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
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## 11. How does the Out-of-Pocket Reimbursement Claims Process work?

On January 17, 2020, Toyota recalled the following Subject Vehicles in NHTSA Recall No. 20V-024 (the “Recall”) to address issues relating to electrical overstress in the ZF-TRW ACUs:

- 2011–2019 Toyota Corolla;
- 2011–2013 Toyota Corolla Matrix;
- 2012–2018 Toyota Avalon; and
- 2013–2018 Toyota Avalon HV

If you have one of these Recalled Vehicles you may seek reimbursement for certain reasonable out-of-pocket expenses that you incurred to complete the Recall, as follows:

- Rental car or other transportation expenses that you paid to travel to/from a Toyota Dealer to complete the Recall, including for reasonable rental car costs you incur during completion of the Recall between [Effective Date] and [Claims Deadline] if you are not provided with a loaner vehicle while the Recall is being completed;
- Towing charges you paid to tow your Subject Vehicle to a Toyota Dealer to complete the Recall;
- Childcare expenses you had to pay while you were waiting for a Toyota Dealer to complete the Recall on your Subject Vehicle;
- Unreimbursed costs you incurred to repair your Subject Vehicle’s ZF-TRW ACU; and
- Lost wages for the time you had to take off from work to drop off and/or pickup of your Subject Vehicle at a Toyota Dealer to complete the Recall.

You must submit a claim by [Claims Deadline] to seek reimbursement for your reasonable out-of-pocket expenses. After you submit your claim, the court-appointed Settlement Special Administrator will review your claim materials to verify your out-of-pocket expenses and determine the reimbursement payment you will be eligible to receive. The Settlement Special Administrator’s decisions regarding claims for reimbursement of out-of-pocket expenses shall be final and not appealable.

For more information about how to submit a claim, please review Question 13 below.

## 12. Can I submit a claim for out-of-pocket expenses if the ZF-TRW ACU in my Subject Vehicle has not been recalled?

You cannot submit a claim for reimbursement of out-of-pocket expenses if your Subject Vehicle has not been recalled due to the ZF-TRW ACU. Toyota has not issued a ZF-TRW ACU recall for following Subject Vehicles:

- 2012–2019 Toyota Tacoma;
- 2012–2017 Toyota Tundra; and
- 2012–2017 Toyota Sequoia.

If you have one of the above Unrecalled Vehicles, you will be eligible to submit a claim for reimbursement of out-of-pocket expenses if a recall is issued for the ZF-TRW ACU in your Subject Vehicle(s) before the Claims Period expires.

**QUESTIONS? CALL TOLL FREE 1-833-747-5737 OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
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Even if there is no ZF-TRW ACU recall for your Subject Vehicle(s), you may still submit a claim for a residual distribution payment under the Settlement. All Class Members may submit a residual distribution claim, regardless of whether their Subject Vehicle was recalled. Please review Question 17 for more information.

### 13. How do I submit my claim for out-of-pocket expenses?

The claims process is easy to complete and will require basic documentation to show your out-of-pocket expenses, such as a receipt or invoice, or a signed affidavit if you don't have a receipt or invoice. To submit your claim, please visit [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com), input your Vehicle Identification Number (VIN), and fill out the Claim Form.

If you would prefer to submit your Claim Form and supporting documentation by mail, you can download and print forms from the Settlement website or request a hardcopy form to be mailed to you by calling **1-833-747-5737**. **For faster claims processing, you should submit your claim online at the website below, rather than by mail.**

Submit claims online: [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)

Submit claims via mail:

Toyota Airbag Control Unit Settlement Notice Administrator  
c/o Kroll Settlement Administrator  
PO Box 225391  
New York, NY 10150-5391

### 14. When will my claim for out-of-pocket expenses be paid?

The Settlement Special Administrator will begin issuing payments on a rolling basis within 60 days after the Court grants final approval of the Settlement and any appeals of that final approval order are resolved. Payments will continue on a rolling basis as claims are submitted and approved. Please check [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) for updates on Settlement payments.

### 15. I have multiple Subject Vehicles. How many claims for out-of-pocket expenses may I submit?

You may submit a claim for out-of-pocket expenses for each Recalled Vehicle you own(ed) or lease(d), as long your out-of-pocket expenses are not duplicative. For example, if you have two Recalled Vehicles you may submit a separate claim for the expenses you incurred to complete the Recall for each vehicle, but you may not seek reimbursement twice for the same out-of-pocket expense.

### 16. When is the Deadline for the Out-of-Pocket Claims Process?

Class Members must submit their claims for reimbursement of out-of-pocket expenses within three years after the Court grants final approval of the Settlement and all appeals of the final approval order are resolved (defined in the Settlement Agreement as the "Effective Date"). Under the current schedule, the claims deadline is no earlier than **[Claims Deadline]**. Please check [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) for updates on the claims deadline, which may change.

**QUESTIONS? CALL TOLL FREE [1-833-747-5737](tel:1-833-747-5737) OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
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## 17. How do the Residual Distribution payments work?

It is likely that there will be Settlement funds that remain after all out-of-pocket expense payments and other settlement costs have been paid. If there are any such funds, they shall be distributed on a *per capita* basis to each Class Member who (a) submitted out-of-pocket claims; or (b) registered only for a residual distribution payment.

**All Class Members may submit a claim for a Residual Distribution, regardless of whether their Subject Vehicle was included in the Recall.**

Residual Distribution payments shall be up to \$250 per Class Member unless the Parties agree to a higher cap and jointly recommend the amount to the Settlement Special Administrator for approval.

If there are any funds remaining in the Settlement Fund after making the payments described in the Out-of-Pocket Process section above, and if it is not feasible and/or economically reasonable to distribute the remaining funds to Class Members who submitted claims and/or registered for residual distribution payments, then the balance shall be distributed *cy pres*. See Question No. 22 below for more information regarding *cy pres*.

## 18. How does the Settlement Inspection Program work?

Once the Court grants final approval of the Settlement, Toyota shall institute a Settlement Inspection Program to inspect Subject Vehicles when (1) the Subject Vehicle was involved in a frontal crash and (2) Toyota was notified that the vehicle's seatbelt pretensioner and/or airbag did not deploy.

For more information, please review the Inspection Program Protocol that is attached as Exhibit 3 to the Settlement Agreement.

## 19. How does the Extended New Parts Warranty work?

Once the Court grants final approval of the Settlement, Toyota will provide an Extended New Parts Warranty to all Subject Vehicles that complete the Recall. This extended warranty will last for 12 years and covers the new parts installed pursuant to the Recall. The 12-year period of the Extended New Parts Warranty begins on the date that the Preliminary Approval Order is entered. The warranty will provide coverage for repairs or replacement (including parts and labor) of the new parts installed pursuant to the Recall. For example, if a problem with the new parts causes the airbag warning light to illuminate the Extended New Parts Warranty shall cover the repair or replacement of that part.

A Class Member's rights under the Extended New Parts Warranty are transferred with the Subject Vehicle, which means that the extended warranty coverage follows the vehicle if it is sold to another owner. Inoperable vehicles and vehicles with a salvaged, rebuilt or flood-damaged title are not eligible for this benefit.

The Extended New Parts Warranty does not apply to the Subject Vehicles that are not included in the Recall (identified in Question 12 above). If the ZF-TRW ACUs in those Subject Vehicles are recalled in the future, then Toyota shall also offer an Extended New Parts Warranty for the parts installed in that future ZF-TRW ACU recall.

**QUESTIONS? CALL TOLL FREE [1-833-747-5737](tel:1-833-747-5737) OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
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## 20. What is the Outreach Program?

Once the Court grants final approval of the Settlement, Toyota will implement an outreach program designed to significantly increase recall completion rates for Subject Vehicles included in the Recall (the “Outreach Program”).

The goal of the Outreach Program is to maximize the completion of the Recall. To do so, Toyota will implement various methods of outreach to encourage owners of the Subject Vehicles to complete the recall, and Toyota will evaluate and modify these outreach methods as needed. The budget for the Outreach Program is \$3,500,000, and the costs of the Outreach Program must be approved by the Settlement Special Administrator.

## 21. What is the Future Rental Car Reimbursement, Loaner Vehicle, and Outreach Program?

If a Class Member who, after [Effective Date], seeks the Recall from a Toyota Dealer before [Claims Deadline] and is not provided with a loaner vehicle while the Recall is being performed, then that Class Member may submit a claim for reimbursement from the Settlement Fund for reasonable rental car costs if the Class Member completes and submits a Registration/Claim Form.

If there is a ZF-TRW ACU recall for Unrecalled Vehicles before [Claims Deadline], Class Members of such Unrecalled Vehicles may request a courtesy loaner vehicle while a Toyota Dealer completes the ZF-TRW ACU recall, or alternatively may submit a claim for reimbursement of reasonable rental car costs from the Settlement Fund during the Claims Period. Toyota shall also provide outreach related to any such recalls for the Unrecalled Vehicles.

Toyota shall receive a credit of \$10,000,000.00 against the Settlement Amount for providing Future Loaner Vehicles and Future Outreach Programs. The Settlement Special Administrator shall have the right to audit and confirm such compliance.

## 22. What happens to any unclaimed funds in the Settlement?

If there are any Settlement funds that remain after paying all eligible claims and other settlement costs, and making all residual distribution payments (as described in Questions 11–17 above), and if it is not feasible and/or economically reasonable to distribute the remaining funds to Class Members who submitted claims and/or registered, then the remaining balance shall be distributed “*cy pres*,” which means they are paid to charitable causes that indirectly benefit the Class.

The *cy pres* recipient(s) in this case, if any, is subject to the agreement of the Parties and Court approval. Please check the [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) after [Claims Deadline] for updates about any *cy pres* distribution.

## 23. What am I giving up in exchange for the settlement benefits?

If the Settlement becomes final and you do not exclude yourself, you will release Toyota and the Released Parties from liability and will not be able to sue Toyota about the issues in the lawsuit.

**QUESTIONS? CALL TOLL FREE 1-833-747-5737 OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
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**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

**Under the Settlement, you are not releasing any claims for personal injury, wrongful death, or physical property damage from the Subject Vehicle (except for physical property damage to the ZF-TRW ACU in your Subject Vehicle itself).**

The Settlement Agreement at Section VII and Appendix A of this Long Form Notice describes the released claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com). You can talk to one of the lawyers listed in Question 27 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

## **D. EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **24. If I exclude myself, can I get anything from this Settlement?**

If you wish to keep the right to sue or continue to sue Toyota over the legal issues in this lawsuit, then you must take steps to exclude yourself from the Settlement. This is also known as “opting out” of the Class.

If you exclude yourself, you will not receive any Settlement benefits and you will not be bound by anything that happens in this lawsuit. If you ask to be excluded, you also cannot object to the Settlement because you will no longer be part of the Class.

### **25. If I exclude myself, can I sue later?**

If you timely and properly request exclusion from the Settlement, you will not release your claims resolved under the Settlement and will retain the right to sue Toyota about the issues in this lawsuit.

### **26. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must submit a written request stating that you want to be excluded from the settlement. Your written request must include:

- Your name, address, and telephone number;
- The VIN(s) of the Subject Vehicle(s) forming the basis of your inclusion in the Class;
- The date(s) of purchase or lease of any such Subject Vehicle(s);
- A statement indicating your request to be excluded from the Class; and
- Your handwritten signature (an electronic signature is insufficient).

You cannot ask to be excluded over the phone or at the settlement website. You **must** mail your letter with your exclusion request postmarked no later than **[date]** to:

**Toyota Airbag Control Unit Settlement Notice Administrator**  
c/o Kroll Settlement Administrator  
PO Box 225391  
New York, NY 10150-5391

**QUESTIONS? CALL TOLL FREE [1-833-747-5737](tel:1-833-747-5737) OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
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Your letter with your exclusion request must be postmarked no later than [date], to be considered by the Court. The deadlines found in this notice may be changed by the Court. Please check [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) regularly for updates regarding the settlement.

## E. THE LAWYERS REPRESENTING YOU

### 27. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers from the law firms Baron & Budd, P.C. and Lieff Cabraser Heimann & Bernstein, LLP to represent you and other Class Members. These lawyers are called “Co-Lead Counsel.” Their contact information is as follows:

Roland Tellis Baron & Budd, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436 Tel.: (818) 839-2333 E-mail: <a href="mailto:rtellis@baronbudd.com">rtellis@baronbudd.com</a>	David Stellings Lieff Cabraser Heimann & Bernstein, LLP 250 Hudson Street 8th Floor New York, NY 10013-1413 Tel.: (212) 355-9500 Email: <a href="mailto:dstellings@lchb.com">dstellings@lchb.com</a>
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If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

### 28. How will the lawyers be paid?

Co-Lead Counsel will ask the Court to award the attorneys representing the Class up to 33% percent of the Settlement Amount (i.e. up to \$25,905,000) to compensate them for their attorneys’ fees and expenses in litigating this case and securing this nationwide Settlement for the Class. Co-Lead Counsel will also ask the Court to award each of the 11 proposed Settlement Class Representatives a service award of up to \$2,500 each for their work in this litigation.

The Court must approve Class Counsel’s requests for fees, expenses, and Settlement Class Representative service awards, before it is paid from the Settlement Fund. Co-Lead Counsel will submit their request by September 22, 2023, and that document will be available at [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) shortly after it is filed with the Court. Class Members will have an opportunity to comment on and/or object to the request for attorneys’ fees and expenses and Settlement Class Representative service awards, as explained further in Question 29.

Please check [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) regularly for updates regarding Class Counsel’s request for attorneys’ fees and expenses.

**QUESTIONS? CALL TOLL FREE 1-833-747-5737 OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
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## F. OBJECTING TO THE SETTLEMENT

### 29. How do I tell the Court if I do not like the settlement?

If you do not exclude yourself from the Settlement, you may object to it. The Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no settlement payments will be sent, and the lawsuit will continue. To comment on or to object to the Settlement or to Co-Lead Counsel's request for Attorneys' Fees, Costs, and Expenses, and the request for Settlement Class Representative service awards, you or your attorney must submit your written objection to the Court with the following information:

- The MDL case name "*In re ZF-TRW Airbag Control Units Products Liability Litigation*";
- Your name, actual address, and telephone number;
- The VIN(s) of your Subject Vehicle(s);
- The date(s) of purchase or lease of any such Subject Vehicle(s);
- A written statement of your objections. Your objection must also state whether it applies only to you, to a specific subset of the Class, or to the entire Class, and state with specificity the grounds for the objection. The statement must also indicate whether you are represented by a lawyer in submitting your objection; and
- Your personal signature.
- Any documents supporting your objection must also be attached to the objection.

If an objection is made through a lawyer, the objection must also include (in addition to the above items):

- The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection;
- The caption of each case in which the objector has made such objection; and
- A statement of the nature of the objection.

The lawyer(s) asserting the objection must also:

- File a notice of appearance with the Court before the deadline to submit objections;
- File a sworn declaration attesting to his or her representation of each Class Member on whose behalf the objection is being filed, and specify the number of times during the prior five-year period that the lawyer or their law firm has objected to a class action settlement; and
- Comply with the written objection requirements described in Section VI.A. of the Settlement Agreement.

**QUESTIONS? CALL TOLL FREE [1-833-747-5737](tel:1-833-747-5737) OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
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You must deliver your written objection to Co-Lead Counsel and to Toyota’s Counsel, and file with the Court, on or before **[Insert objection deadline]**:

Court	Co-Lead Counsel	Toyota’s Counsel
Clerk of Court United States District Court Central District of California First Street Courthouse 350 W. First Street Courtroom 10B Los Angeles, CA 90012	Roland Tellis Baron & Budd, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436  David Stellings Lieff Cabraser Heimann & Bernstein, LLP 250 Hudson Street, 8th Floor New York, NY 10013-1413	John P. Hooper King & Spalding LLP 1185 Avenue of the Americas 34th Floor New York, New York 10036

If you intend to appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, you or your attorney(s) who intend to appear must also deliver a notice of intention to appear to Co-Lead Counsel and to Toyota’s Counsel at the addresses listed above, and file that notice with the Court, at least 10 days before the Fairness Hearing. See Question 33 for more information.

**30. What is the difference between objecting and excluding yourself?**

Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to receive any benefits under the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you. Objecting is telling the Court that you do not like something about the settlement, the requested fees, costs, and expenses, and/or Settlement Class Representative service awards. You may object only if you stay in the Class. If you make an objection, you must still submit a claim to receive compensation under the Settlement.

**G. THE COURT’S FAIRNESS HEARING**

**31. When and where will the Court decide whether to grant final approval of the Settlement?**

The Court will hold the final approval or “Fairness Hearing” at **8:30 a.m. on November 13, 2023**, at the United States District Courthouse, Central District of California, First Street Courthouse, 350 W. First Street, Courtroom 10B, Los Angeles, CA 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys’ fees and expenses, and the request for Class Representative service awards. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing (*see* Question 22 above). The Court will decide whether to grant final approval of the settlement, and, if so, how much to pay the lawyers representing you and the Class. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the Settlement website for further updates.

**QUESTIONS? CALL TOLL FREE 1-833-747-5737 OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
**PLEASE CONTINUE TO CHECK THE WEBSITE REGULARLY FOR IMPORTANT SETTLEMENT UPDATES**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

### 32. Do I have to come to the hearing?

No, you do not need to attend the Fairness Hearing. Co-Lead Counsel will answer any questions the Court may have. If you wish to attend the hearing, you are welcome to come at your own expense. If you submit an objection to the Settlement, you do not have to come to Court to talk about it, but you have the option to do so if you provide advance notice of your intention to appear (*see* Question 22 above). As long as you submitted a written objection with all of the required information on time with the Court, the Court will consider it. You may have your own lawyer attend at your expense, but it is not required.

### 33. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file with the Court a written notice of your intent to appear by November 3, 2023 and send a copy of that notice to Co-Lead Counsel and to Toyota's Counsel at the addresses listed in Question 29 above.

Anyone who has requested permission to speak must be present at the start of the Fairness hearing at **8:30 a.m. on November 13, 2023**. The Court may reschedule the Fairness Hearing, so check the Settlement website for further updates.

## H. GETTING MORE INFORMATION

### 34. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other documents and information about the Settlement at [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com). You can also call the toll-free number, 1-833-747-5737 or write the Settlement Special Administrator at:

**Toyota Airbag Control Unit Settlement Notice Administrator**  
c/o Kroll Settlement Administrator  
PO Box 225391  
New York, NY 10150-5391

**QUESTIONS? CALL TOLL FREE 1-833-747-5737 OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
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**Appendix A – Section VII from the Settlement Agreement – Release and Waiver**

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Approval Order and Final Judgment.

B. In consideration for the relief provided above, Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through or under them, including their executors, administrators, heirs, assigns, predecessors and successors, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses and damages and relief of any kind and/or type regarding the subject matter of the Actions, including, but not limited to, injunctive or declaratory relief compensatory, exemplary, statutory, punitive, restitutionary damages, civil penalties, and expert or attorneys' fees and costs, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violations of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, violations of any state's Lemon Laws, the Racketeer Influenced and Corrupt Organizations Act, or the Magnuson-Moss Warranty Act, or any other source, or any claims under the Trade Regulation Rule Concerning the Preservation of Consumers' Claims and Defenses 16. C.F.R. § 433.2, or any claim of any kind, in law or in equity, arising from, related to, connected with, and/or in any way involving the Actions.

C. If a Class Member who does not opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement

**QUESTIONS? CALL TOLL FREE 1-833-747-5737 OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
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**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

D. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death, or actual physical property damage arising from an incident involving a Subject Vehicle, including the deployment or non-deployment of an airbag.

E. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of this Agreement.

F. The Final Approval Order and Final Judgment will reflect these terms.

G. Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, instigate, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, claim and/or proceeding, whether legal, administrative or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement.

H. In connection with this Agreement, Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of Co-Lead Counsel on behalf of Settlement Class Counsel and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, acquit and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not

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previously or currently asserted in any action or proceeding) with respect to the Actions, their underlying subject matter, and the Subject Vehicles, except as otherwise stated in this Agreement.

I. Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Class Members will be deemed by the Final Approval Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or release party.

Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

J. Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting a Registration/Claim Form shall represent and warrant therein that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits,

**QUESTIONS? CALL TOLL FREE 1-833-747-5737 OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
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proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

K. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements incurred by any attorneys, Settlement Class Counsel, Plaintiffs or Class Members who claim to have assisted in conferring the benefits under this Settlement upon the Class.

L. Settlement Class Counsel and any other attorneys authorized by Co-Lead Counsel who receive attorneys' fees and costs from this Settlement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

M. Pending final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties agree that any and all outstanding pleadings, discovery, deadlines, and other pretrial requirements are hereby stayed and suspended as to Toyota. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements as to Toyota.

N. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

O. Plaintiffs and Co-Lead Counsel on behalf of Settlement Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material

**QUESTIONS? CALL TOLL FREE 1-833-747-5737 OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
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term of the Agreement and shall be included in any Final Approval Order and Final Judgment entered by the Court.

**QUESTIONS? CALL TOLL FREE 1-833-747-5737 OR VISIT [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**  
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**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

# Exhibit D

Toyota Airbag Control Unit Settlement  
c/o Kroll Settlement Administrator

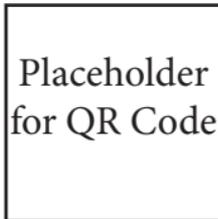
#:24150

FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
CITY, ST  
PERMIT NO. XXXX

[Address]  
[City, State ZIP Code]

**OFFICIAL COURT-APPROVED CLASS  
ACTION SETTLEMENT NOTICE**

**Cash payments and other benefits  
are available for eligible current  
and former owners and lessees  
of certain Toyota vehicles**



**To access the official Settlement Website,  
scan the QR code above.**

Postal Service: Please do not mark barcode

<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<STATE>> <<Zip>>-<<zip4>>

<<Country>>

**You are receiving this notice because you may be a Class Member in a proposed class action settlement.** The Settlement provides \$78.5 million in cash and credits and other benefits to resolve claims that certain Toyota vehicles ("Subject Vehicles") contain a defective ZF-TRW airbag control unit ("ZF-TRW ACUs") that can result in a malfunction of the passenger safety system, including failure of the airbags to deploy during a collision. Toyota denies the allegations brought against it in the lawsuit and the Court has not decided who is right. **This notice is to inform you about the Settlement and help you understand your options.**

- **Who's Included in the Settlement?** You are included in the Settlement if you are a current or former owner/lessee of a Subject Vehicle, subject to certain exclusions. Certain Subject Vehicles were recalled by Toyota on January 17, 2020, to address issues with the ZF-TRW ACUs (NHTSA Recall No. 20V-024, the "Recall"). If you have not completed the Recall, it remains available. Other Subject Vehicles that are not part of the Recall are still included for benefits in the Settlement. Please visit [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) for a complete list of Subject Vehicles. You can access the website by scanning the QR code on this Notice. At the website, you can (1) view settlement documents (2) determine whether you are included in the Settlement and (3) submit a claim. This Settlement does not resolve any claims for personal injury, wrongful death, or actual physical property damage.
- **What are the Settlement benefits?** The proposed Settlement provides: (1) reimbursement for certain out-of-pocket expenses related to the Recall; (2) potential payment of up to \$250 per Class Member from funds remaining after all eligible out-of-pocket expenses and other settlement costs have been paid; (3) an extended warranty for Recalled Vehicles that complete the Recall;

(4) a robust vehicle inspection program; (5) an outreach program for Subject Vehicles that are part of the Recall; and (6) a potential rental car reimbursement, loaner vehicle, and outreach program if there is a future ZF-TRW ACU recall for Subject Vehicles that are not currently part of the Recall.

- **What Do I Need to Do?** To participate, you must submit a timely and valid claim by **Claims Deadline**. You may submit a claim by visiting the website, scanning the QR code, or by submitting a claim by mail. The exact deadline will be updated on the Settlement website.
- **How will the Attorneys Be Paid?** The attorneys representing the class will request attorneys' fees and expenses up to 33% of the Settlement Amount (i.e. up to \$25,905,000) to compensate them for their work litigating this case and securing the Settlement. If the Court approves their request, it will be paid from the Settlement Fund. Service awards up to \$2,500 for each of the 11 named Class Representatives will also be requested, also to be paid from the Settlement Fund.
- **What Are My Rights?** You may object to or exclude yourself from the Settlement by **Deadline**. If you exclude yourself, you will not release any of the legal claims resolved in this Settlement or be bound by the Court's orders in this class action, but you will not be eligible for any benefits from the Settlement. If you wish to object to the Settlement, the Court will consider your views. You cannot both exclude yourself from and object to the Settlement.
- **When is the Fairness Hearing?** The Court will hold a hearing on November 13, 2023, at 8:30 a.m., to consider whether to grant final approval to the Settlement. The hearing date may change, so please check the Settlement website regularly for updates. You do not need to attend, but may attend at your own expense.

# Exhibit E

## Cash Payments and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of Certain Toyota Vehicles

*A federal court authorized this Notice.*

Toyota has agreed to a class action settlement (the “Settlement”) to resolve claims that certain Toyota vehicles (“Subject Vehicles”) contain a defective ZF-TRW airbag control unit (the “ZF-TRW ACUs”). The Settlement provides \$78.5 million in cash and credits (the “Settlement Amount”) in addition to an Extended New Parts Warranty and other benefits.

### WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs allege that the Subject Vehicles contain a defective ZF-TRW airbag control unit that can result in a problem with the passenger safety system, including failure of the airbags to work properly during a collision. Toyota denies the allegations brought against it in the lawsuit but has agreed to the Settlement to resolve the case. The Court has not decided who is right.

### WHO IS INCLUDED IN THE SETTLEMENT?

You may be included in the Settlement if you currently own, lease, or previously owned or leased a Subject Vehicle. Certain Subject Vehicles were recalled by Toyota on January 17, 2020, to address issues with the ZF-TRW ACUs (NHTSA Recall No. 20V-024, the “Recall”). If you have not completed the Recall, it remains available. Other Subject Vehicles that are not part of the Recall are still included for benefits in the Settlement. Please visit [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) or call 1-833-747-5737 for a complete list of the included Subject Vehicles.

### WHAT ARE THE SETTLEMENT BENEFITS?

The proposed Settlement provides the following benefits:

(1) reimbursement for certain out-of-pocket expenses related to the Recall; (2) potential payment of up to \$250 per Class Member from funds remaining after all eligible out-of-pocket expenses and other settlement costs have been paid; (3) an extended warranty for Subject Vehicles that complete the Recall; (4) a robust vehicle inspection program; (5) an outreach program for Subject Vehicles that are part of the Recall; and (6) a potential rental car reimbursement, loaner vehicle, and outreach program if there is a future ZF-TRW ACU recall for Subject Vehicles that are not currently part of the Recall.

### WHAT ARE MY OPTIONS?

**File A Claim:** If you incurred out-of-pocket expenses to complete the Recall for your Subject Vehicle, you may submit a claim for reimbursement at [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com). The deadline to submit your reimbursement claim is **[Claims Deadline]**.

**Register For Potential Payment Of Up To \$250 Per Class Member:** You may register for a “residual distribution payment” of up to \$250 for any unpaid funds that remain in the Settlement after all eligible out-of-pocket reimbursement and settlement cost payments have been made. The amount of the residual distribution payment will be determined after all the eligible reimbursement claims are paid.

**Complete The Recall And Receive The Extended New Parts Warranty:** If approved, the Settlement provides an Extended New Parts Warranty for Subject Vehicles that complete or have completed the Recall. If your Subject Vehicle was not recalled, this is not applicable.

**Object:** You may write to the Court to explain why you do not like the Settlement. If you object to the Settlement you will remain a member of the Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. **Deadline to object is Month 00, 2023.**

**Exclude:** If you wish to exclude yourself from the Settlement and not receive settlement benefits, you must submit a request to exclude yourself from, or “opt out” of, the Settlement. If you do so, you will preserve your rights to sue Toyota. **Deadline to request exclusion is Month 00, 2023.**

**Go To The Fairness Hearing:** The Court will hold a hearing on November 13, 2023, at 8:30 a.m., to consider whether to grant final approval to the Settlement, including attorneys’ fees and expenses up to 33% (i.e. up to \$25,905,000) of the Settlement Amount, and class representative awards of up to \$2,500, to be paid from the Settlement Fund. The hearing date may change, so please check the Settlement website regularly for updates. You do not need to attend, but are welcome to at your own expense.

**Do Nothing:** If you are a member of the Class and do nothing, you will not receive the benefits provided under the Settlement, and you will give up the right to sue Toyota about the issues in the lawsuit.

For more information, call 1-833-747-5737 or visit [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com). Please do not contact the Court.

**1-833-747-5737**

**[www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com)**

# Exhibit F

**TOYOTA AIRBAG CONTROL UNIT SETTLEMENT**

**INSTRUCTIONS FOR COMPLETING THIS REGISTRATION/CLAIM FORM**

Before filling out this Registration/Claim Form, please read carefully the instructions below and the notice documents available at the official Settlement website, [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com). You must complete a Registration/Claim Form to seek any cash compensation under this class action Settlement.

**Although you may complete and return the enclosed Registration/Claim Form by mail, the fastest way to submit a claim is online at [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com).**

**A printed check will be issued for eligible claims submitted by mail. If you wish to receive payment via an electronic method (e.g. Venmo, PayPal, or Zelle), you must submit your claim online.**

To complete this Registration/Claim Form, you must include the following:

- 1. Claim Information:** Please type or print legibly all information requested on the enclosed form.
- 2. Documentation:** If you are seeking reimbursement for out-of-pocket expenses related to the Recall (see page 3), please submit copies of documentation to verify your expenses. **If you do not have any supporting documentation available at this time, you may submit your claim without documentation but you may need to provide alternative forms of proof to be eligible for reimbursement.**

**Claim Submission Deadline:** The postmark deadline for this paper Registration/Claim Form is to be determined, **but that deadline will not be before December 13, 2026.** Please send your paper Registration/Claim Form to:

Toyota Airbag Control Unit Settlement Notice Administrator  
c/o Kroll Settlement Administrator  
PO Box 225391  
New York, NY 10150-5391

The claims deadline may change, so please check the Settlement website regularly for more important updates. You may also submit your claim online through the Settlement website, which is the fastest and easiest way to complete your claim.

**Claim Verification:** All claims are subject to verification by the court-appointed Settlement Special Administrator. You will be notified if additional information is needed to verify your claim.

**Multiple Vehicles:** If you wish to submit claims for multiple vehicles, you must submit a separate claim for each VIN. The fastest way to do this is through the Settlement website.

**Assistance:** If you have questions concerning this Registration/Claim Form or need additional copies, please email [\[email\]](#), or call [\[1-833-747-5737\]](tel:1-833-747-5737).

**PLEASE KEEP A COPY OF YOUR CLAIM FORM FOR YOUR RECORDS.**

Failure to provide information in this Registration/Claim Form, or documents requested from the Settlement Special Administrator, may result in denial of the claim, delay its processing, or otherwise adversely affect the claim.



**TOYOTA AIRBAG CONTROL UNIT SETTLEMENT**

If your vehicle is one of the following vehicles listed below and you are seeking reimbursement for out-of-pocket expenses incurred for completing the ZF-TRW ACU recall for your vehicle (NHTSA Recall No. 20V-024, the “Recall”), please complete Sections III, IV and V below.<sup>1</sup> Otherwise, please skip to Section VI.

- 2011–2019 Toyota Corolla;
- 2011–2013 Toyota Corolla Matrix;
- 2012–2018 Toyota Avalon; and
- 2013–2018 Toyota Avalon HV

**SECTION III – OUT OF POCKET EXPENSES**

*Complete this Section only if you have a Recalled Vehicle identified in the table above AND incurred unreimbursed out-of-pocket expenses related to the Recall. The Settlement Special Administrator will review your claim and any supporting documentation you provide to determine your eligibility for reimbursement.*

<i>Please fill in the dollar amounts for as many expenses as apply.</i>	
Rental car and/or transportation expenses you paid after requesting and while waiting for a Toyota Dealer to complete the Recall on your vehicle. This includes reasonable rental car expenses you pay between [Effective Date] and [Claims Period deadline] while waiting for a Toyota Dealer to complete the Recall, if a loaner vehicle is not provided.	\$
Towing charges you paid to tow your vehicle to a Toyota Dealer to complete the Recall.	\$
Childcare expenses you paid while waiting for a Toyota Dealer to complete the Recall on your vehicle.	\$
The cost you incurred to repair or replace the ZF-TRW ACU in your vehicle.	\$
Lost wages you incurred for the time you had to take off work to drop off and/or pickup up your vehicle at a Toyota Dealer to complete the Recall.	\$

**SECTION IV – DOCUMENTATION OF OUT-OF-POCKET EXPENSES**

*Complete this Section only if you are seeking reimbursement for out-of-pocket expenses in Section III.*

Please provide copies of any documentation you have that shows the out-of-pocket expenses you listed in Section III, above. Supporting documentation may include, for example: a receipt, invoice, or credit card statement to show your transportation/towing/child care expense. If you are claiming wage loss, you may submit a written statement or other internal record sufficient to demonstrate your lost wages. The court-appointed Settlement Special Administrator will review your claim and supporting

<sup>1</sup> If you do not have one of the Recalled Vehicles, you may not submit a claim for reimbursement for out-of-pocket expenses related to the Recall. However, if there is a subsequent ZF-TRW ACU recall for your vehicle before the claims deadline, you may submit a claim for reimbursement if you incur out-of-pocket expenses to complete that Recall. Please check [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com) periodically for updates to the list of Recalled Vehicles.

**TOYOTA AIRBAG CONTROL UNIT SETTLEMENT**

documentation to determine whether you are eligible for reimbursement and may request additional documentation. All claim decisions from the Settlement Special Administrator are final.

I am enclosing with this claim (check all that apply):

- An invoice, receipt, or statement showing my payment for the out-of-pocket expenses I listed in Section III.
- Written documentation to identify the wages I lost from the time I had to take off work to complete the Recall on my vehicle.
- Other documentation to show the out-of-pocket expenses I incurred to complete the Recall on my vehicle.

**OR**

- I do not have any supporting documentation to submit with my claim at this time. I understand that I may need to provide alternative forms of proof to support my claim, and I may not be eligible for reimbursement if the Settlement Special Administrator is unable to verify the expenses I listed in Section III.

**SECTION V – ATTESTATION FOR REIMBURSEMENT OF OUT-OF-POCKET EXPENSES**

*Complete this Section only if you are seeking reimbursement for out-of-pocket expenses in Section III. You will also automatically be registered for any potential distribution payment of Settlement funds that remain after all eligible claims for out-of-pocket expenses and Settlement costs have been paid.*

I certify that the information in this Registration/Claim Form is true and correct to the best of my knowledge, information, and belief. I confirm that I have not already been reimbursed for the expenses that I listed in Section III of this Registration/Claim Form. I understand that my Registration/Claim Form may be subject to audit, verification, and review by the Settlement Special Administrator and the Court.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**SECTION VI – ATTESTATION FOR REGISTERING FOR RESIDUAL DISTRIBUTION**

*Complete this Section only if you are NOT seeking reimbursement for out-of-pocket expenses in Section III.*

I certify that the information in this Registration/Claim Form is true and correct to the best of my knowledge, information, and belief. I understand that I am registering to receive a potential distribution of any Settlement funds that remain after all eligible claims for out-of-pocket expenses and Settlement costs have been paid. I further understand that my Registration/Claim Form may be subject to audit, verification, and review by the Settlement Special Administrator and the Court.

Signature \_\_\_\_\_

**TOYOTA AIRBAG CONTROL UNIT SETTLEMENT**

Date \_\_\_\_\_

**SECTION VII – REGISTRATION/CLAIM FORM COMPLETION AND SUBMISSION CHECKLIST**

- Be sure that your completed Registration/Claim Form includes your current name, address, telephone number, contact information, the make, model, and year of your Subject Vehicle, and the vehicle identification number (VIN) of your Subject Vehicle.
- Provide receipts or other evidence for the out-of-pocket expenses, as instructed above.
- Keep a copy of your completed Registration/Claim Form (plus documentation submitted) for your records.
- Sign and date your Registration/Claim Form.
- Finally, your completed Registration/Claim Form and documentation must be submitted electronically or postmarked by [deadline]. Updated deadlines will be added to the Settlement website, [www.AirbagControlUnitSettlement.com](http://www.AirbagControlUnitSettlement.com). The completed Registration/Claim Form and documentation can be submitted online through the Settlement website or mailed to:

**Toyota Airbag Control Unit Settlement Notice Administrator**  
**c/o Kroll Settlement Administrator**  
**PO Box 225391**  
**New York, NY 10150-5391**

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